GALVESTON COUNTY COMMISSIONERS COURT
GALVESTON COUNTY COURTHOUSE
722 MOODY (FIRST FLOOR) - GALVESTON
SEPTEMBER 13, 2011

SPECIAL MEETING – 9:30 A.M.
WORKSHOP AGENDA

1. Call to Order Specially Scheduled Meeting - 9:30 a.m.

2. Call Workshop to Order.

3. Discuss TIRZ 12 (North Broadway TIRZ) and Lowe's request regarding reimbursement of expenditure of funds made for public improvements and subordination of County's claim for reimbursement.

4. Presentation of a Rural Rail Transportation District by Texas, Mexico, and Pacific Railroad, LLC.

5. Discuss vacation and sick leave policy requested by Commissioner Precinct 4.

6. Discuss and review H.R. Policy and Budget Office Practices regarding Galveston County's Salary Administration Policy.

7. Discussion regarding adopting a policy relating to the use of county owned marked law enforcement vehicles on second jobs.

8. Discussion regarding Dannenbaum Engineering Corporation's letter requesting reimbursement for service rendered.

9. Discuss hiring freeze on elected officials presented by Tax Assessor/Collector.

10. Adjourn Special Meeting.

REGULARLY SCHEDULED MEETING –AGENDA- 1:00 P.M.

CONSENT AGENDA: ALL ITEMS MARKED WITH A SINGLE ASTERISK (*) ARE PART OF THE CONSENT AGENDA AND REQUIRE NO DELIBERATION BY THE COMMISSIONERS COURT. ANY COMMISSIONERS' COURT MEMBER MAY REMOVE AN ITEM FROM THIS AGENDA TO BE CONSIDERED SEPARATELY. ***APPEARANCES*:** SHOULD ANYONE WISH TO ADDRESS THE COMMISSIONERS COURT ON A SPECIFIC ITEM, PLEASE ARRIVE PRIOR TO THE MEETING AND SIGN IN WITH THE COUNTY CLERK. COMMENTS ARE LIMITED TO 5 MINUTES.

Pledge of Allegiance and Invocation

Call to Order Regularly Scheduled Meeting.

*1. Submitted by County Auditor's Office:

a. Approval of Accounts Payable checks dated 9/13/11.

b. Orders for supplemental payroll period ending 8/31/11 Bi-weekly #18.

*2. Authorization to *Dispose of County Property through GovDeals* submitted by the Purchasing Agent.

*3. *Notification of Recovery of Damages* resulting from automobile accident occurring on 07/14/11 involving Sheriff's Office vehicle submitted by County Legal.

*4. Approval of *Summary Bi-Weekly Personnel Movements* processed during pay period 8/18-31/11 submitted by Human Resources.

*5. *Receive and file Request for Extension Letter* dated 9-2-2011 to the Texas Division of Emergency Management for Hurricane Ike FEMA-1791-DR-TX submitted by the Grants Manager.

6. Consideration of request of Lowe's regarding reimbursement of expenditure of funds made for public improvements and subordination of county's claim for reimbursement submitted by Lowe's.

7. Revision of Early Voting and Election Day Vote Center Locations and the addition of a new Tiki Island location submitted by the County Clerk.

8. Consideration of change order no. 1 to the Metro City Construction, LP contract for the Owens Drive Improvements project submitted by the County Engineer.

9. Consideration of change order no. 1 to the R.W. Lucas Construction, LLC contract for the Lawrence Road project submitted by the County Engineer.

10. Consideration of authorizing County Judge to renew the following contracts with Texas Department of Family and Protective Services (DFPS):

    a. Title IV-E Child Welfare Services Contract – contract #23940068;

    b. State of Texas Title IV-E County Legal Services Contract – contract #23940070;

    c. Interlocal Agreement for Funding of DFPS staff for Galveston County – Court Liaison.

11. Consideration of authorizing Community Services Director, Lanny Brown, as Designated Signature Authority for the following contracts with Texas Department of Family and Protective Services (DFPS):

    a. Title IV-E Child Welfare Services Contract – contract #23940068;

b. State of Texas Title IV-E County Legal Services Contract – contract #23940070;

c. Interlocal Agreement for Funding of DFPS staff for Galveston County – Court Liaison.

12. Consideration of adoption of the following change to the County Health Plan/Human Resources Manual effective 10/1/11: mandating receiving TCDRS or AUL retirement or disability benefits as a condition of continuing Health Care coverage upon departure from employment with the County submitted by the H.R. Director.

13. Consideration to authorize the Purchasing Agent to advertise the following bids:

a. CDBG Round 1 Santa Fe Generator

b. CDBG Round 1 Crenshaw & High Island Generator Switches

14. Consideration for recommending awarding a contract on the following bid submitted by the Purchasing Agent.

a. Bid #B111048 Hansen Road Improvements

15. Consideration of utilizing the Department of Information Resources (DIR) in lieu of competitive bidding statute to procure data domain items for continuity of equipment and expiration dates for the Information Technology Department submitted by the Purchasing Agent.

16. Consideration of Budget Amendments as submitted by the Budget Officer.

Fiscal Year	Amendment #	Description
2011	**11-140-0913-E**	**Mosquito Control** - Budget request for two exemptions to the hiring freeze and one exemption to the four pay period vacancy requirement – Spray Operator- Position #4111000011 and Seasonal Spray Operator – Position #41110000503.
2011	**11-141-0913-F**	**District Clerk** - Budget request for five exemptions to the hiring freeze and three exemptions to the four pay period vacancy requirement – Temporary Help – Court Clerks (4) and Deputy District Clerk (1).
2012	**12-003-0913-A**	**County Clerk** – Budget request for a position reclassification for FY2012 – Records Project Manager – Position #1140200006.

2011	**11-136-0913-A**	**Justice Administration** – Budget request for additional funds to cover court appointed attorney's fees through the end of FY2011.
2011	**11-137-0913-B**	**Unlimited Tax Road Bonds, Series 2009A** – Budget request to recognize Clear Lake Shores revenues and to appropriate funds for the Hansen Road Project.
2011	**11-138-0913-C**	**Sheriff's Office** – Request to budget monthly Career Ladder and Certification Pay increases for Sheriff's Office positions – August 2011.

17. Consideration of clarification of issues relating to salaries and car allowances of all members of the Commissioners' Court so as to be in compliance with the holdings of Texas Attorney General GA-0620 (2008) and authorizing the Budget Officer to file a corrected budget reflecting an automobile allowance of $10,800 for each member of the Court, an annual salary of $92,215 for each County Commissioner and $133,620 (County funds only) for the Constitutional County Judge submitted by County Legal.

18. Hurricane Ike Issues:

    a. Consideration of execution of Amendment to Hurricane Ike Disaster Recovery Community Development Block Grant Housing Management Services Agreement with ACS State & Local Solutions, Inc., submitted by Purchasing Agent.

    b. Update on the Housing Program submitted by the Housing Director.

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AGENDA ITEM #1

THE COUNTY OF GALVESTON

COUNTY AUDITOR'S OFFICE
P O Box 1418
GALVESTON, TEXAS 77553

Cliff Billingsley, CPA
County Auditor

Ron Chapa, CPA
First Assistant, Director of Auditing

Jeff Modzelewski, CPA
First Assistant, Director of Accounting

First Assistant, I T Systems
LaToya Jordan

Honorable Judge Mark Henry
And Members of the Commissioners' Court
Galveston County Courthouse
Galveston, Texas

September 6, 2011

I hand you the following items for action at the meeting of Commissioners' Court on Tuesday.

Submitted by Cliff Billingsley, County Auditor

Approval of Accounts Payable checks dated 9/13/11

Orders for Supplemental Payroll period ending 8/31/11 Bi-Weekly #18

AGENDA ITEM #1a

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 09/13/2011

Invoice Number	Account Info		Amount
FUND: 1101 General Fund			
Warrant #: VW 00000266	**Payee Name: BAKER, STEPHEN W**		
8/22-9/4/11	1101122200 - 5431222	County Court #2 - Roberts - Defense Atty Co Ct #2	978 50
		Warrant Total:	**978.50**
Warrant #: VW 00000267	**Payee Name: BOB PAGAN FORD INC**		
226266	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	308 46
226375	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	39 75
226939	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	140 30
227646	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	568 53
227804	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	146 83
227874	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	374 07
227931	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	92 95
227937	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	39 75
227975	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	42 49
228015	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	643 29
		Warrant Total:	**2,396 42**
Warrant #: VW 00000268	**Payee Name: GALVESTON NEWSPAPERS INC**		
00276103	1101110000 - 5481000	General Government - Contract Service	1,109 23
00276104	1101110000 - 5481000	General Government - Contract Service	1,648 51
00276456	1101151300 - 5493101	County Auditor - Legal Advertising	826 75
		Warrant Total.	**3,584.49**
Warrant #: VW 00000269	**Payee Name. KEYWORTHS HARDWARE INC**		
000188432	1101610200 - 5310000	County Extension - Supplies and Materials	58 94
000189129	1101610200 - 5310000	County Extension - Supplies and Materials	24 67
		Warrant Total:	**83.61**
Warrant #: VW 00000270	**Payee Name: LONE STAR UNIFORMS INC**		
220984	1101223200 - 5312101	Constable Pct #2 - Petteway - Uniform Expense	424 00
221151	1101211101 - 5312101	Administration Sheriff Dept - Uniform Expense	588 70
221171	1101211101 - 5312101	Administration Sheriff Dept - Uniform Expense	98 00
		Warrant Total:	**1,110.70**
Warrant #: VW 00347224	**Payee Name: A RANDALL CAMACHO PLLC**		
825156	1101000010 - 4414012	General Government - County Clerk Refund of Fees	24 00
		Warrant Total:	**24.00**
Warrant #: VW 00347226	**Payee Name: ABL MANAGEMENT INC**		
183277	1101211133 - 5481200	Sheriff-Corrections - Jail Food Service Contract	19,592 86
		Warrant Total:	**19,592.86**
Warrant #: VW 00347228	**Payee Name: ALAMO TITLE COMPANY**		
820839	1101000010 - 4414012	General Government - County Clerk Refund of Fees	16 00
822396	1101000010 - 4414012	General Government - County Clerk Refund of Fees	116 00
		Warrant Total·	**132.00**
Warrant #: VW 00347231	**Payee Name: ALSTON LAW FIRM PLLC, THE**		
09CP0061 082611	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	21 66
09CP0099 082611	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	563 32

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 09/13/2011

Invoice Number	Account Info		Amount
10CP0001 082611	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	368 33
10CP0024 082611	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	346 65
10CP0070 082611	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	368 32
10CP0088 082611	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	281 66
10CP0091 082611	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	585 00
10CP0102 082611	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	184 16
10CP0111 082611	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	65 00
11CP0004 082611	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	108 33
11CP0018 082611	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	173 33
11CP0054 082611	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	32 50
		Warrant Total:	**3,098.26**

Warrant #: VW 00347232 **Payee Name: AMBIT ENERGY LP**

A2248514	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	149 55
A2631761	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	154 91
A2710870	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	214 70
		Warrant Total:	**519.16**

Warrant #: VW 00347234 **Payee Name: AMERICAN TITLE COMPANY**

824845	1101000010 - 4414012	General Government - County Clerk Refund of Fees	48 00
		Warrant Total:	**48.00**

Warrant #: VW 00347236 **Payee Name: ARLAN'S MARKETS**

115831	1101443100 - 5447102	Indigent Care & Medication - Meals	29 49
115832	1101443100 - 5447102	Indigent Care & Medication - Meals	29 89
115853	1101443100 - 5447102	Indigent Care & Medication - Meals	30 00
		Warrant Total:	**89.38**

Warrant #: VW 00347237 **Payee Name: ARROWHEAD SCIENTIFIC INC**

51389	1101211131 - 5310000	Identification Division - Supplies and Materials	54 34
		Warrant Total:	**54.34**

Warrant #: VW 00347238 **Payee Name: AT&T MOBILITY**

2872348763060911	1101211121 - 5310001	Sheriff-Criminal Investigation - Depart Supplies-Non Cap	34 00
		Warrant Total:	**34.00**

Warrant #: VW 00347241 **Payee Name: BARNETT, JOHN FRITZ**

20114585	1101000010 - 4414012	General Government - County Clerk Refund of Fees	6 00
		Warrant Total:	**6.00**

Warrant #. VW 00347244 **Payee Name: BAYWIND VISTA**

303 GORDY 47	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	**100.00**

Warrant #: VW 00347245 **Payee Name: BEACON PLACE - WOMAN INC**

3104 53RD ST 433	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	**100.00**

Warrant #: VW 00347247 **Payee Name: BELLOWS APTS**

501 2ND AVE N	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	200 00
		Warrant Total:	**200.00**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 09/13/2011

Invoice Number	Account Info		Amount
Warrant #: VW 00347248	**Payee Name: BEN TURNER JR. & ASSOCIATES PC**		
820837	1101000010 - 4414012	General Government - County Clerk Refund of Fees	12 00
		Warrant Total:	**12.00**
Warrant #: VW 00347249	**Payee Name: BFI WASTE SERVICES OF TEXAS LP**		
0855000451289	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	78 56
0855000451496	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	62 46
0855000451717	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	219 58
		Warrant Total:	**360.60**
Warrant #: VW 00347251	**Payee Name. BLALACK, MIKE**		
20114349CC	1101000010 - 4414012	General Government - County Clerk Refund of Fees	10 00
		Warrant Total·	**10.00**
Warrant #: VW 00347252	**Payee Name: BLEYL, AMY RUTH WILSON**		
08CP0006 090211	1101122200 - 5431222	County Court #2 - Roberts - Defense Atty Co Ct #2	552 50
08CP0026 090211	1101122200 - 5431222	County Court #2 - Roberts - Defense Atty Co Ct #2	304 45
10CP0077 090211	1101122200 - 5431222	County Court #2 - Roberts - Defense Atty Co Ct #2	975 00
10CP0095 090211	1101122200 - 5431222	County Court #2 - Roberts - Defense Atty Co Ct #2	65 00
10CP0096 090211	1101122200 - 5431222	County Court #2 - Roberts - Defense Atty Co Ct #2	260 00
10CP0102 090211	1101122200 - 5431222	County Court #2 - Roberts - Defense Atty Co Ct #2	260 00
11CP0018 090211	1101122200 - 5431222	County Court #2 - Roberts - Defense Atty Co Ct #2	130 00
11CP0026 090211	1101122200 - 5431222	County Court #2 - Roberts - Defense Atty Co Ct #2	65 00
		Warrant Total:	**2,611.95**
Warrant #: VW 00347255	**Payee Name: BOLIVAR PENINSULA SPECIAL UTILITY**		
10002205 081611	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	217 83
10002222 081611	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	46 23
10003863 082511	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	156 53
10004583 080911	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	69 35
10005389 082211	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	201 25
10006109 082211	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	174 75
819531	1101000010 - 4414012	General Government - County Clerk Refund of Fees	112 00
		Warrant Total:	**977 94**
Warrant #: VW 00347256	**Payee Name: BONDED MAINTENANCE COMPANY**		
2919197	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	45,243 14
2919198	1101170100 - 5412094	Facilities Srvs & Maintenance - CareHere Clinic Expenditu	1,120 67
		Warrant Total:	**46,363.81**
Warrant #: VW 00347258	**Payee Name: BOSWORTH PAPERS INC**		
1231711	1101159100 - 5310000	Information Technology - Supplies and Materials	238 47
		Warrant Total:	**238.47**
Warrant #: VW 00347259	**Payee Name: BOUNCE ENERGY INC**		
1003230 082011	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	**100.00**
Warrant #: VW 00347260	**Payee Name: BREAKERS, THE**		
88011 MONTICELLO	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	200 00
		Warrant Total:	**200.00**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 09/13/2011

Invoice Number	Account Info		Amount
Warrant #: VW 00347261	**Payee Name: BRIGGS, LYNETTE**		
09CR3090 090111	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	292 50
09JV0046 071511	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	399 75
10CR2103 090111	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	292 50
10JV0269 090111	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	916 50
11CR0902 083111	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	188 50
11JV0093 082911	1101122200 - 5431222	County Court #2 - Roberts - Defense Atty Co Ct #2	455 00
		Warrant Total:	**2,544.75**
Warrant #: VW 00347262	**Payee Name: BROOKSIDE EQUIP SALES INC**		
IL25346	1101522020 - 5423000	Parks Department - Maint/Repairs Equipment	126 23
IL25346A	1101522020 - 5423000	Parks Department - Maint/Repairs Equipment	26 33
IL25552	1101522020 - 5423000	Parks Department - Maint/Repairs Equipment	293 76
		Warrant Total:	**446.32**
Warrant #: VW 00347264	**Payee Name: BROWN, ADAM BANKS**		
10CR3299 090111	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	357 50
		Warrant Total:	**357.50**
Warrant #: VW 00347266	**Payee Name: BUYATHREAD**		
17056	1101223300 - 5312101	Constable Pct #3 - Rose - Uniform Expense	250 00
		Warrant Total:	**250.00**
Warrant #: VW 00347267	**Payee Name: C JOHNNY ON THE SPOT INC**		
17888	1101522020 - 5426181	Parks Department - Rental Porta Cans	130 00
71880	1101610200 - 5481000	County Extension - Contract Service	60 00
71883	1101522020 - 5426181	Parks Department - Rental Porta Cans	80 00
71884	1101522020 - 5426181	Parks Department - Rental Porta Cans	60 00
71885	1101522020 - 5426181	Parks Department - Rental Porta Cans	80 00
71886	1101522020 - 5426181	Parks Department - Rental Porta Cans	80 00
71887	1101522020 - 5426181	Parks Department - Rental Porta Cans	160 00
71889	1101522020 - 5426181	Parks Department - Rental Porta Cans	230.00
71890	1101522020 - 5426181	Parks Department - Rental Porta Cans	80 00
71891	1101522020 - 5426181	Parks Department - Rental Porta Cans	50 00
71892	1101522020 - 5426181	Parks Department - Rental Porta Cans	60 00
71893	1101522020 - 5426181	Parks Department - Rental Porta Cans	80 00
71908	1101522020 - 5426181	Parks Department - Rental Porta Cans	80 00
71909	1101522020 - 5426181	Parks Department - Rental Porta Cans	240 00
		Warrant Total:	**1,470.00**
Warrant #: VW 00347268	**Payee Name: CAIN, JOSEPH THOMAS**		
20115436CC	1101000010 - 4414012	General Government - County Clerk Refund of Fees	5 00
		Warrant Total:	**5.00**
Warrant #: VW 00347269	**Payee Name: CALDER SQUARE I APARTMENTS**		
1111 W,MAIN ST	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	**100.00**
Warrant #: VW 00347271	**Payee Name: CENTERPOINT ENERGY**		
44722270 090611	1101170100 - 5421300	Facilities Srvs & Maintenance - Gas	14 90
47543723 090211	1101170100 - 5421300	Facilities Srvs & Maintenance - Gas	675 02
48482202 083111	1101170100 - 5421300	Facilities Srvs & Maintenance - Gas	40 29

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 09/13/2011

Invoice Number	Account Info		Amount
		Warrant Total:	**730.21**
Warrant #: VW 00347272	**Payee Name: CENTERPOINT ENERGY**		
76429430	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	30 21
		Warrant Total:	**30.21**
Warrant #: VW 00347275	**Payee Name: CITY OF FRIENDSWOOD**		
4798115190	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	136 89
		Warrant Total:	**136.89**
Warrant #: VW 00347276	**Payee Name: CITY OF GALVESTON**		
820746	1101000010 - 4414012	General Government - County Clerk Refund of Fees	44 00
		Warrant Total:	**44.00**
Warrant #: VW 00347277	**Payee Name: CITY OF HITCHCOCK**		
1020477105 0711	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	50 45
		Warrant Total:	**50.45**
Warrant #: VW 00347278	**Payee Name: CITY OF LA MARQUE**		
0220015950 003	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	227 93
		Warrant Total:	**227.93**
Warrant #: VW 00347279	**Payee Name: CITY OF TEXAS CITY**		
2349182536 8311	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	44 59
2614887883 83111	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	1,174 05
2615087885 08311	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	12 76
		Warrant Total:	**1,231.40**
Warrant #: VW 00347280	**Payee Name: CLARK, DIANE**		
11CP0061 082611	1101122200 - 5431222	County Court #2 - Roberts - Defense Atty Co Ct #2	260 00
		Warrant Total:	**260.00**
Warrant #: VW 00347281	**Payee Name: COGDELL, DAN**		
20115448CC	1101000010 - 4414012	General Government - County Clerk Refund of Fees	39 00
		Warrant Total:	**39.00**
Warrant #: VW 00347282	**Payee Name: COMMONWEALTH TITLE OF HOUSTON**		
819113	1101000010 - 4414012	General Government - County Clerk Refund of Fees	108.00
		Warrant Total:	**108.00**
Warrant #: VW 00347283	**Payee Name: COMPASS BANK SBA LENDING**		
820651	1101000010 - 4414012	General Government - County Clerk Refund of Fees	10 00
		Warrant Total:	**10.00**
Warrant #: VW 00347284	**Payee Name: CONNOLLY & SHIREMAN LLP**		
825351	1101000010 - 4414012	General Government - County Clerk Refund of Fees	12 00
		Warrant Total:	**12.00**
Warrant #: VW 00347285	**Payee Name: COOK, DAVID**		
11CR0989 083111	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	341 15
306498 080511	1101122400 - 5431221	County Court #3 - Dupuy - Defense Atty Co Ct	455 00
314921 090211	1101122200 - 5431222	County Court #2 - Roberts - Defense Atty Co Ct #2	136 40

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 09/13/2011

Invoice Number	Account Info		Amount
		Warrant Total:	**932.55**
Warrant #: VW 00347288	**Payee Name: CREATIVE & CAASCO SIGNS INC**		
19991	1101223500 - 5481000	Constable Pct #5 - Montez - Contract Service	190 00
		Warrant Total:	**190.00**
Warrant #: VW 00347290	**Payee Name: DARLING INTERNATIONAL INC**		
5002069822	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	35 00
		Warrant Total:	**35.00**
Warrant #: VW 00347291	**Payee Name: DAUGHTRY & JORDAN PC**		
20115406CC	1101000010 - 4414012	General Government - County Clerk Refund of Fees	5 00
20115425CC	1101000010 - 4414012	General Government - County Clerk Refund of Fees	5 00
		Warrant Total:	**10.00**
Warrant #: VW 00347292	**Payee Name: DAUGHTRY & JORDAN**		
20114368CC	1101000010 - 4414012	General Government - County Clerk Refund of Fees	5 00
20114369CC	1101000010 - 4414012	General Government - County Clerk Refund of Fees	5 00
		Warrant Total:	**10.00**
Warrant #: VW 00347294	**Payee Name: DIAZ, MARK A**		
10CR0373 090211	1101122200 - 5431222	County Court #2 - Roberts - Defense Atty Co Ct #2	910 00
309091 090211	1101122200 - 5431222	County Court #2 - Roberts - Defense Atty Co Ct #2	195 00
		Warrant Total:	**1,105.00**
Warrant #: VW 00347295	**Payee Name: DICKEY, TAMYRA**		
AUG 2011 MLG	1101443100 - 5496301	Indigent Care & Medication - Auto Mileage	77 15
		Warrant Total:	**77.15**
Warrant #: VW 00347297	**Payee Name: DIRECT ENERGY LP**		
3376923	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	200 00
4006329	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
4055677	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	182 93
		Warrant Total:	**482.93**
Warrant #: VW 00347299	**Payee Name: DUCOTE, JAMES**		
09CR2785 090111	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	195 00
11CR0193 083111	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	211 25
		Warrant Total:	**406.25**
Warrant #: VW 00347301	**Payee Name: DUNBAR, PHELPS LLP**		
820496	1101000010 - 4414012	General Government - County Clerk Refund of Fees	10.00
		Warrant Total.	**10.00**
Warrant #: VW 00347304	**Payee Name: DUSHANE, BRENDA**		
06CP0026 082611	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	494 00
06CP0105 082611	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	240 50
07CP0072 082611	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	812 50
09CP0100 082611	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	1 007 50
10CP0041 082611	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	740 80
10CP0056 082611	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	435 50
10CP0060 082611	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	611 00

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Invoice Number	Account Info		Amount
		Warrant Total:	**4,341.80**
Warrant #: VW 00347305	**Payee Name: ENTERGY**		
3571159 083011	1101170100 - 5421200	Facilities Srvs & Maintenance - Electricity	234 49
		Warrant Total:	**234 49**
Warrant #: VW 00347306	**Payee Name: ENTERGY**		
2253364 090111	1101170100 - 5421200	Facilities Srvs & Maintenance - Electricity	3,812 55
3626535 083011	1101170100 - 5421200	Facilities Srvs & Maintenance - Electricity	123 72
		Warrant Total:	**3,936.27**
Warrant #: VW 00347307	**Payee Name: EPSILON SIGMA PHI**		
2012 SIMMONS	1101610200 - 5495100	County Extension - Education	65 00
		Warrant Total:	**65.00**
Warrant #: VW 00347308	**Payee Name: EPSILON SIGMA PHI**		
2011 ROGERS	1101610200 - 5495100	County Extension - Education	65 00
2012 HOLCOMBE	1101610200 - 5495100	County Extension - Education	65 00
2012 JOHNSON	1101610200 - 5495100	County Extension - Education	65 00
2012 MASSEY	1101610200 - 5495100	County Extension - Education	65 00
		Warrant Total:	**260.00**
Warrant #: VW 00347311	**Payee Name: FBI - LEEDA**		
04/15/11 RMB	1101000000 - 2270001	General Fund - Due to Other Govt Fds/Agencies	43 56
		Warrant Total:	**43 56**
Warrant #: VW 00347312	**Payee Name: FEDEX CORP**		
748455523	1101151400 - 5311140	Professional Services - Postage	32 21
761413314	1101127100 - 5310000	District Attorney - Supplies and Materials	20 53
		Warrant Total:	**52.74**
Warrant #: VW 00347313	**Payee Name: FINEGAN, SAMUEL K**		
11CR1618 071011	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	422 50
		Warrant Total:	**422.50**
Warrant #: VW 00347314	**Payee Name: FIRST CHOICE POWER**		
655001100305095C	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	200 00
655001101564625	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	79 27
655001101632450	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	200 37
655001102215990	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	**579.64**
Warrant #: VW 00347315	**Payee Name: FORECLOSURE NETWORK OF TEXAS**		
819643	1101000010 - 4414012	General Government - County Clerk Refund of Fees	160 00
		Warrant Total:	**160.00**
Warrant #: VW 00347316	**Payee Name: FRANK, JOSEPH**		
8/26/11 MLG	1101127100 - 5496301	District Attorney - Auto Mileage	49 95
AUG 2011 MLG	1101127100 - 5496301	District Attorney - Auto Mileage	102 12
		Warrant Total:	**152.07**
Warrant #: VW 00347317	**Payee Name: FULK, GEORGE BYRON**		

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Invoice Number	Account Info		Amount
11CR0277 090111	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	1,787 50
95FD1452 082411	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	926 25
		Warrant Total:	**2,713.75**
Warrant #: VW 00347318	**Payee Name: GALLARDO, DIANA**		
RMB NOTARY	1101123600 - 5310000	Justice Court Pct #8-1(prv #6) - Supplies and Materials	27 90
		Warrant Total:	**27.90**
Warrant #: VW 00347319	**Payee Name: GALVESTON COUNTY BLUEPRINT CO**		
35257	1101122200 - 5431222	County Court #2 - Roberts - Defense Atty Co Ct #2	712 32
		Warrant Total:	**712.32**
Warrant #: VW 00347321	**Payee Name: GALVESTON COUNTY SHERIFF'S DEPT**		
090211 MEALS	1101211132 - 5496153	M H M R -Sheriff - In-State Transport	8 74
		Warrant Total:	**8.74**
Warrant #: VW 00347322	**Payee Name: GALVESTON COUNTY WCID #1**		
30064065 082211	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	308 24
		Warrant Total:	**308.24**
Warrant #: VW 00347323	**Payee Name: GALVESTON COUNTY WCID #1**		
02926701	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	96 10
		Warrant Total:	**96.10**
Warrant #: VW 00347325	**Payee Name: GEXA CORP**		
1295403 3	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	177 82
		Warrant Total:	**177.82**
Warrant #: VW 00347326	**Payee Name: GLOBAL GOV EDUCATION SOLUTIONS INC**		
0442935912	1101159100 - 5423500	Information Technology - Maintenance of Software	6,446 94
		Warrant Total:	**6,446.94**
Warrant #: VW 00347328	**Payee Name: GRAHAM, CARMEN A**		
11CR1352 090111	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	260 00
		Warrant Total:	**260.00**
Warrant #: VW 00347329	**Payee Name: GREEN CAYE VILLAGE LLC**		
5029 AKUONAL CAL	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
5127 MARTINIAEE	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	**200.00**
Warrant #: VW 00347330	**Payee Name: GREEN MOUNTAIN ENERGY CO**		
40223676	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	200 00
		Warrant Total:	**200.00**
Warrant #: VW 00347331	**Payee Name: GREEN MOUNTAIN ENERGY CO**		
40292276	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	86 10
		Warrant Total:	**86.10**
Warrant #: VW 00347332	**Payee Name: GUCWA, CHRISTINA MARIE**		
10CP0099 081911	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	32 50
10CP0111 081911	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	416 00

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Invoice Number	Account Info		Amount
11CP0003 081911	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	26 00
11CP0015 081911	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	97 50
11CP0019 081911	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	104 00
11CP0036 081911	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	734 50
		Warrant Total:	**1,410.50**
Warrant #: VW 00347334	**Payee Name: GULF COAST CENTURY**		
84152	1101151500 - 5310000	Tax Assessor Collector - Supplies and Materials	2,160 00
		Warrant Total:	**2,160.00**
Warrant #: VW 00347335	**Payee Name: GULF COAST EMERGENCY PRODUCTS &**		
MAY 12 2011 SRVC	1101211142 - 5423000	Bolivar Summer Program - Maint/Repairs Equipment	565 00
		Warrant Total:	**565.00**
Warrant #: VW 00347336	**Payee Name: GULFSIDE OVERHEAD DOOR COMPANY**		
1184	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	1,355 00
		Warrant Total:	**1,355.00**
Warrant #: VW 00347343	**Payee Name: HENRY, MARK**		
08/28-29/11 TRVL	1101111000 - 5496100	County Judge - Travel	413 00
		Warrant Total:	**413.00**
Warrant #: VW 00347346	**Payee Name: HESSE, DAVID C**		
05JV0362 080211	1101121000 - 5431230	Justice Administration - Court Apptd Atty Dist Courts	65 00
		Warrant Total:	**65.00**
Warrant #: VW 00347348	**Payee Name: HIERHOLZER, W R**		
02TX0140 OVERPAY	1101000000 - 2291104	General Fund - DC-Refunds of Fees	55 00
		Warrant Total:	**55.00**
Warrant # VW 00347349	**Payee Name: HOB-LOB LTD**		
22195	1101610200 - 5310000	County Extension - Supplies and Materials	39 93
31082213/3112834	1101610200 - 5310000	County Extension - Supplies and Materials	28 13
		Warrant Total:	**68.06**
Warrant #: VW 00347350	**Payee Name: HOGAN, DWANETTE**		
AUG 2011 MLG	1101443100 - 5496301	Indigent Care & Medication - Auto Mileage	493 40
		Warrant Total:	**493.40**
Warrant #: VW 00347352	**Payee Name: HOMETOWN BANK**		
2011040728	1101000010 - 4414012	General Government - County Clerk Refund of Fees	5 00
		Warrant Total:	**5.00**
Warrant #: VW 00347354	**Payee Name: IESI TX CORP ENVIRO TEX**		
1500176632	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	98 95
		Warrant Total:	**98 95**
Warrant #: VW 00347357	**Payee Name: ISI CONTROLS LTD**		
158965	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	7,000 01
158965	1101211133 - 5310000	Sheriff-Corrections - Supplies and Materials	7,174 99
		Warrant Total:	**14,175.00**

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Invoice Number	Account Info		Amount
Warrant #: VW 00347358	**Payee Name: ISLAND FIRE & SAFETY EQUIPMENT CO**		
22712	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	942 00
		Warrant Total:	**942.00**
Warrant #: VW 00347363	**Payee Name: JONES, VIRGINIA C.**		
AUG 2011 MLG	1101127100 - 5496301	District Attorney - Auto Mileage	114 16
		Warrant Total:	**114.16**
Warrant #: VW 00347366	**Payee Name: KAHANEK, JOHN III**		
2011042843	1101000010 - 4414012	General Government - County Clerk Refund of Fees	12 00
		Warrant Total:	**12.00**
Warrant #: VW 00347367	**Payee Name: KLEEN JANITORIAL SUPPLY COMPANY**		
1640	1101211133 - 5310000	Sheriff-Corrections - Supplies and Materials	504 00
1645	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	618 22
1651	1101126100 - 5310000	District Clerk - Supplies and Materials	67 46
		Warrant Total:	**1,189.68**
Warrant #: VW 00347370	**Payee Name: KOENIG, RODNEY C.**		
PR0071753	1101000010 - 4414012	General Government - County Clerk Refund of Fees	25 00
		Warrant Total:	**25.00**
Warrant #: VW 00347372	**Payee Name: KUTSCHKE, MELINDA**		
11CR0721 083111	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	473 75
		Warrant Total:	**473.75**
Warrant #: VW 00347374	**Payee Name: LANG, JOHNETTA**		
CV0063957	1101000010 - 4414012	General Government - County Clerk Refund of Fees	5 00
		Warrant Total:	**5.00**
Warrant #: VW 00347375	**Payee Name: LANSDOWNE MOODY CO LP**		
IW66543	1101522020 - 5423000	Parks Department - Maint/Repairs Equipment	272 40
		Warrant Total:	**272.40**
Warrant #: VW 00347377	**Payee Name: LAW OFFICES OF SUSAN M EDMONSON PLLC**		
08CP0012 083011	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	565 50
09CP0003 083011	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	175 50
09CP0054 083011	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	214 50
10CP0034 083011	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	78 00
10CP0038 083011	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	110 50
10CP0040 083011	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	78 00
10CP0052 083011	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	84 50
10CP0053 083011	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	377 00
10CP0057 083011	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	6 50
10CP0078 083011	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	227 50
10CP0080 083011	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	97 50
10CP0096 083011	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	331 50
10CP0101 083011	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	279 50
10CP0104 083011	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	520 00
10CP0116 083011	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	175 50
11CP0002 083011	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	1,027 00
11CP0004 083011	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	175 50

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Invoice Number	Account Info		Amount
11CP0016 083011	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	52 00
11CP0023 083011	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	351 00
11CP0044 083011	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	347 75
11CP0055 083011	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	136 50
11CP0056 083011	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	390 00
		Warrant Total:	**5,801.25**

Warrant #: VW 00347382 **Payee Name: LEWIS, VICKI**

11FD1509 082911	1101000000 - 2460024	General Fund - District Clerk Investigator	600 00
		Warrant Total:	**600.00**

Warrant #: VW 00347383 **Payee Name: LIGGIOS TIRE AND SERVICE CENTER INC**

179520	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	343 96
179566	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	50 86
179571	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	99 87
179603	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	28 00
179604	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	14 25
179606	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	187 83
		Warrant Total:	**724.77**

Warrant #: VW 00347384 **Payee Name: LINEBARGER GOGGAN BLAIR & SAMPSON LLP**

JUL 11 JP8-1 FEE	1101000000 - 2291011	General Fund - Due to Collection Agency	2,004 46
		Warrant Total:	**2,004.46**

Warrant #: VW 00347385 **Payee Name. LINEBARGER GOGGAN BLAIR & SAMPSON LLP**

AUG 11 JP8-2 FEE	1101000000 - 2291011	General Fund - Due to Collection Agency	394 65
		Warrant Total:	**394.65**

Warrant #: VW 00347386 **Payee Name: LINEBARGER GOGGAN BLAIR & SAMPSON LLP**

AUG 11 JP3 FEES	1101000000 - 2291011	General Fund - Due to Collection Agency	6,144 35
		Warrant Total:	**6,144.35**

Warrant #: VW 00347388 **Payee Name: LONGCOY, TINA**

8/24-26/11 TRVL	1101126100 - 5496100	District Clerk - Travel	135 00
8/24-26/11 TRVL	1101126100 - 5496301	District Clerk - Auto Mileage	225 33
		Warrant Total:	**360.33**

Warrant #: VW 00347389 **Payee Name: LSI TITLE AGENCY, INC.**

2011041619	1101000010 - 4414012	General Government - County Clerk Refund of Fees	8 00
2011042509	1101000010 - 4414012	General Government - County Clerk Refund of Fees	98 00
		Warrant Total:	**106.00**

Warrant #: VW 00347391 **Payee Name: MANGLE, CHRISTINE L**

05JV0343 083011	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	1,664 00
11JV0007 082911	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	227 50
		Warrant Total:	**1,891.50**

Warrant #: VW 00347393 **Payee Name: MARTY'S CITY AUTO INC**

3371	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	148 20
3481	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	95 00
		Warrant Total:	**243.20**

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Invoice Number	Account Info		Amount
Warrant #: VW 00347394	**Payee Name: MATHESON TRI-GAS INC**		
03054301	1101211133 - 5310000	Sheriff-Corrections - Supplies and Materials	231 94
2969738475	1101211133 - 5310000	Sheriff-Corrections - Supplies and Materials	423 61
		Warrant Total:	**655.55**
Warrant #: VW 00347395	**Payee Name: MAUZY, BRUCE**		
11CR0452 081611	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	91 00
		Warrant Total:	**91.00**
Warrant #: VW 00347401	**Payee Name: MONTEZ, MIKE**		
7/20-22/11 MLG	1101223500 - 5496301	Constable Pct #5 - Montez - Auto Mileage	84.80
		Warrant Total:	**84.80**
Warrant #: VW 00347403	**Payee Name: MOODY NATIONAL BANK**		
JUN 2011 LOCKBOX	1101151500 - 5481000	Tax Assessor Collector - Contract Service	980 22
		Warrant Total.	**980.22**
Warrant #: VW 00347407	**Payee Name: MUNRO'S UNIFORM SERVICES LTD**		
50032	1101522020 - 5481000	Parks Department - Contract Service	12 50
50041	1101522020 - 5481000	Parks Department - Contract Service	6 00
50042	1101522020 - 5426106	Parks Department - Uniform Leasing	66 75
50043	1101522020 - 5481000	Parks Department - Contract Service	23.55
50044	1101522020 - 5426106	Parks Department - Uniform Leasing	12 75
50053	1101522020 - 5481000	Parks Department - Contract Service	12 15
53936	1101522020 - 5426106	Parks Department - Uniform Leasing	16 25
53938	1101522020 - 5481000	Parks Department - Contract Service	9 46
54177	1101522020 - 5481000	Parks Department - Contract Service	12 50
54178	1101522020 - 5426106	Parks Department - Uniform Leasing	43 50
54186	1101522020 - 5481000	Parks Department - Contract Service	6 00
54187	1101522020 - 5426106	Parks Department - Uniform Leasing	66 75
54188	1101522020 - 5481000	Parks Department - Contract Service	23 55
54189	1101522020 - 5426106	Parks Department - Uniform Leasing	12 75
54198	1101522020 - 5481000	Parks Department - Contract Service	12 15
54955	1101522020 - 5426106	Parks Department - Uniform Leasing	16 25
54957	1101522020 - 5481000	Parks Department - Contract Service	9 46
55196	1101522020 - 5481000	Parks Department - Contract Service	12 50
55197	1101522020 - 5426106	Parks Department - Uniform Leasing	43 50
55205	1101522020 - 5481000	Parks Department - Contract Service	6 00
55206	1101522020 - 5426106	Parks Department - Uniform Leasing	69 25
55207	1101522020 - 5481000	Parks Department - Contract Service	23 55
55208	1101522020 - 5426106	Parks Department - Uniform Leasing	12 75
55216	1101522020 - 5481000	Parks Department - Contract Service	12 15
		Warrant Total:	**542.02**
Warrant #: VW 00347410	**Payee Name: NORTHERN PINES APTS**		
3206 LOBIT 46	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	200 00
		Warrant Total:	**200.00**
Warrant #: VW 00347411	**Payee Name. NOWAK, VINCENT E**		
822028	1101000010 - 4414012	General Government - County Clerk Refund of Fees	5 00
		Warrant Total:	**5.00**

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Invoice Number	Account Info		Amount
Warrant #: VW 00347412	**Payee Name: NULL LAIRSON PC**		
957539	1101110000 - 5414200	General Government - Prof Serv Audit Fees	3,400 00
		Warrant Total:	**3,400.00**
Warrant #: VW 00347416	**Payee Name: OFFICIAL PAYMENTS CORP**		
RINV0002458383	1101000000 - 2291024	General Fund - Due to JP4	470 60
RINV0002735102	1101000000 - 2296099	General Fund - Due to Credit Card Co	104 33
RINV0002735103	1101000000 - 2291029	General Fund - Due to JP6 (prev #9)	40 00
RINV0002735104	1101000000 - 2296099	General Fund - Due to Credit Card Co	25 00
RINV0002743940	1101000000 - 2296099	General Fund - Due to Credit Card Co	160 00
RINV0002752840	1101000000 - 2296099	General Fund - Due to Credit Card Co	134 00
RINV0002752841	1101000000 - 2296099	General Fund - Due to Credit Card Co	100 00
RINV0002759599	1101000000 - 2296099	General Fund - Due to Credit Card Co	50 00
RINV0002765536	1101000000 - 2296099	General Fund - Due to Credit Card Co	395 00
RINV0002765537	1101000000 - 2296099	General Fund - Due to Credit Card Co	108 67
RINV0002765538	1101000000 - 2296099	General Fund - Due to Credit Card Co	183 00
RINV0002820210	1101000000 - 2296099	General Fund - Due to Credit Card Co	25 00
RINV0002834798	1101000000 - 1142003	General Fund - Undist Fees JP 3	300 00
RINV0002834799	1101000000 - 2291005	General Fund - Due to Justice Courts	16 00
RINV0002835196	1101000000 - 2296099	General Fund - Due to Credit Card Co	108 25
RINV0002835616	1101000000 - 2296099	General Fund - Due to Credit Card Co	250 00
RINV0002835617	1101000000 - 2296099	General Fund - Due to Credit Card Co	25 00
RINV0002836042	1101000000 - 2296099	General Fund - Due to Credit Card Co	23 00
RINV0002836404	1101000000 - 2296099	General Fund - Due to Credit Card Co	258 00
RINV0002869228	1101000000 - 2296099	General Fund - Due to Credit Card Co	15 00
RINV0002870138	1101000000 - 2296099	General Fund - Due to Credit Card Co	109 00
RINV0002881590	1101000000 - 2296099	General Fund - Due to Credit Card Co	500 00
RINV0002881591	1101000000 - 2296099	General Fund - Due to Credit Card Co	500 00
RINV0002881592	1101000000 - 2296099	General Fund - Due to Credit Card Co	500 00
RINV0002898968	1101000000 - 2296099	General Fund - Due to Credit Card Co	109 00
RINV0002914376	1101000000 - 2296099	General Fund - Due to Credit Card Co	31 00
RINV0002930029	1101000000 - 2296099	General Fund - Due to Credit Card Co	12 50
RINV0002930152	1101000000 - 2296099	General Fund - Due to Credit Card Co	100 00
RINV0002945536	1101000000 - 2296099	General Fund - Due to Credit Card Co	25 00
RINV0002945537	1101000000 - 2291029	General Fund - Due to JP6 (prev #9)	77 00
RINV0002954098	1101000000 - 1142008	General Fund - Undist Fees JP 8 2	79 99
RINV0003045936	1101000000 - 2296099	General Fund - Due to Credit Card Co	25 00
RINV0003086640	1101000000 - 2296099	General Fund - Due to Credit Card Co	60 25
RINV0003123483	1101000000 - 2296099	General Fund - Due to Credit Card Co	95 25
RINV0003147924	1101000000 - 2296099	General Fund - Due to Credit Card Co	7 50
RINV0003161954	1101000000 - 2296099	General Fund - Due to Credit Card Co	5 95
RINV0003163998	1101000000 - 2296099	General Fund - Due to Credit Card Co	6 00
RINV0003167607	1101000000 - 2296099	General Fund - Due to Credit Card Co	96 00
RINV0003167608	1101000000 - 2296099	General Fund - Due to Credit Card Co	500 00
RINV0003169541	1101000000 - 1142003	General Fund - Undist Fees JP 3	300 00
RINV0003191974	1101000000 - 1142050	General Fund - Undistributed Fees-Court Coll	6 00
RINV0003212305	1101000000 - 2296099	General Fund - Due to Credit Card Co	25 00
RINV0003212306	1101000000 - 2296099	General Fund - Due to Credit Card Co	100 00
RINV0003212307	1101000000 - 2291023	General Fund - Due to JP3	300 00
RINV0003224841	1101000000 - 1142006	General Fund - Undist Fees JP 8 1	110 00
RINV0003236014	1101000000 - 1142003	General Fund - Undist Fees JP 3	300 00
RINV0003244187	1101000000 - 2296099	General Fund - Due to Credit Card Co	9 00
RINV0003260886	1101000000 - 2296099	General Fund - Due to Credit Card Co	16 10

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Invoice Number	Account Info		Amount
RINV0003260887	1101000000 - 2296099	General Fund - Due to Credit Card Co	500 00
RINV0003260888	1101000000 - 2296099	General Fund - Due to Credit Card Co	364 00
RINV0003263206	1101000000 - 2296099	General Fund - Due to Credit Card Co	108 00
RINV0003285982	1101000000 - 1142050	General Fund - Undistributed Fees-Court Coll	350 50
RINV0003285988	1101000000 - 2460026	General Fund - District Clerk credit cards	225 00
RINV0003285989	1101000000 - 2460026	General Fund - District Clerk credit cards	136 09
RINV0003328773	1101000000 - 2296099	General Fund - Due to Credit Card Co	351 00
RINV0003357965	1101000000 - 2296099	General Fund - Due to Credit Card Co	354 00
RINV0003360534	1101000000 - 2296099	General Fund - Due to Credit Card Co	30 00
RINV0003360535	1101000000 - 2296099	General Fund - Due to Credit Card Co	50 00
RINV0003362823	1101000000 - 2296099	General Fund - Due to Credit Card Co	25 00
RINV0003375763	1101000000 - 2291024	General Fund - Due to JP4	13 50
RINV0003391299	1101000000 - 2296099	General Fund - Due to Credit Card Co	19 05
RINV0003391300	1101000000 - 1142006	General Fund - Undist Fees JP 8 1	10 00
RINV0003396315	1101000000 - 2296099	General Fund - Due to Credit Card Co	4 00
RINV0003396316	1101000000 - 1142006	General Fund - Undist Fees JP 8 1	462 00
RINV0003412523	1101000000 - 2296099	General Fund - Due to Credit Card Co	60 00
RINV0003412617	1101000000 - 2296099	General Fund - Due to Credit Card Co	161 00
RINV0003425717	1101000000 - 2296099	General Fund - Due to Credit Card Co	30 00
RINV0003425809	1101000000 - 2296099	General Fund - Due to Credit Card Co	97 10
RINV0003434917	1101000000 - 2296099	General Fund - Due to Credit Card Co	9 50
RINV0003459943	1101000000 - 2296099	General Fund - Due to Credit Card Co	136 00
RINV0003459944	1101000000 - 2296099	General Fund - Due to Credit Card Co	500 00
RINV0003470998	1101000000 - 2296099	General Fund - Due to Credit Card Co	150 00
RINV0003477458	1101000000 - 2296099	General Fund - Due to Credit Card Co	24 90
RINV0003477503	1101000000 - 2296099	General Fund - Due to Credit Card Co	107 00
RINV0003523227	1101000000 - 2296099	General Fund - Due to Credit Card Co	25 00
RINV0003523361	1101000000 - 2296099	General Fund - Due to Credit Card Co	25 00
RINV0003523485	1101000000 - 2296099	General Fund - Due to Credit Card Co	490 10
RINV0003541086	1101000000 - 2296099	General Fund - Due to Credit Card Co	50 00
RINV0003541236	1101000000 - 2296099	General Fund - Due to Credit Card Co	275 00
RINV0003551874	1101000000 - 2296099	General Fund - Due to Credit Card Co	25 00
RINV0003586544	1101000000 - 2296099	General Fund - Due to Credit Card Co	60 00
RINV0003595163	1101000000 - 2296099	General Fund - Due to Credit Card Co	10 50
RINV0003603931	1101000000 - 2296099	General Fund - Due to Credit Card Co	24 00
RINV0003621989	1101000000 - 2296099	General Fund - Due to Credit Card Co	154 00
RINV0003621990	1101000000 - 2296099	General Fund - Due to Credit Card Co	5 95
RINV0003622723	1101000000 - 2296099	General Fund - Due to Credit Card Co	101 00
RINV0003622724	1101000000 - 2296099	General Fund - Due to Credit Card Co.	99 00
RINV0003629003	1101000000 - 2296099	General Fund - Due to Credit Card Co.	54 95
RINV0003650997	1101000000 - 1142009	General Fund - Undist Fees JP 6 (prev #9)	40 00
RINV0003651300	1101000000 - 2296099	General Fund - Due to Credit Card Co	198 90
RINV0003662948	1101000000 - 2291024	General Fund - Due to JP4	10 50
RINV0003662949	1101000000 - 2296099	General Fund - Due to Credit Card Co	93 00
RINV0003667718	1101000000 - 2296099	General Fund - Due to Credit Card Co	129 00
RINV0003667719	1101000000 - 2296099	General Fund - Due to Credit Card Co	500 00
RINV0003683163	1101000000 - 2296099	General Fund - Due to Credit Card Co	446 60
RINV0003714149	1101000000 - 2296099	General Fund - Due to Credit Card Co	407 00
RINV0003714150	1101000000 - 2296099	General Fund - Due to Credit Card Co	222 30
RINV0003714151	1101000000 - 2296099	General Fund - Due to Credit Card Co	369 00
RINV0003714332	1101000000 - 2296099	General Fund - Due to Credit Card Co	19 50
RINV0003733145	1101000000 - 2296099	General Fund - Due to Credit Card Co	60 00
RINV0003735531	1101000000 - 2296099	General Fund - Due to Credit Card Co	5 00
RINV0003735532	1101000000 - 2296099	General Fund - Due to Credit Card Co	40 00

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Invoice Number	Account Info		Amount
RINV0003735533	1101000000 - 2296099	General Fund - Due to Credit Card Co	12 00
RINV0003736265	1101000000 - 2296099	General Fund - Due to Credit Card Co	100 00
RINV0003788166	1101000000 - 2296099	General Fund - Due to Credit Card Co	220 00
RINV0003792432	1101000000 - 2296099	General Fund - Due to Credit Card Co	57.00
RINV0003794522	1101000000 - 2296099	General Fund - Due to Credit Card Co	150 00
RINV0003796599	1101000000 - 2296099	General Fund - Due to Credit Card Co	275 00
RINV0003802851	1101000000 - 2296099	General Fund - Due to Credit Card Co	225 00
RINV0003802852	1101000000 - 2296099	General Fund - Due to Credit Card Co	128 00
RINV0003802853	1101000000 - 2296099	General Fund - Due to Credit Card Co	290 00
RINV0003802854	1101000000 - 2296099	General Fund - Due to Credit Card Co	472 00
RINV0003826018	1101000000 - 2296099	General Fund - Due to Credit Card Co	29 50
RINV0003851121	1101000000 - 2296099	General Fund - Due to Credit Card Co	172 00
RINV0003861802	1101000000 - 2296099	General Fund - Due to Credit Card Co	149 00
RINV0003899367	1101000000 - 2291104	General Fund - DC-Refunds of Fees	130.30
RINV0003899368	1101000000 - 2291104	General Fund - DC-Refunds of Fees	150 00
RINV0003899369	1101000000 - 2460026	General Fund - District Clerk credit cards	150 00
RINV0003899506	1101000000 - 2296099	General Fund - Due to Credit Card Co	50 00
RINV0003899507	1101000000 - 2296099	General Fund - Due to Credit Card Co	99 90
RINV0003899620	1101000000 - 2291104	General Fund - DC-Refunds of Fees	50 00
RINV0003902772	1101000000 - 2296099	General Fund - Due to Credit Card Co.	204 00
RINV0003902773	1101000000 - 2296099	General Fund - Due to Credit Card Co	100 00
RINV0003916293	1101000000 - 2291104	General Fund - DC-Refunds of Fees	66 50
RINV0003924682	1101000000 - 2296099	General Fund - Due to Credit Card Co	363 20
RINV0003935559	1101000000 - 2296099	General Fund - Due to Credit Card Co	6 00
RINV0003938697	1101000000 - 2291104	General Fund - DC-Refunds of Fees	100 00
RINV0003938698	1101000000 - 2291104	General Fund - DC-Refunds of Fees	62 00
RINV0003944236	1101000000 - 2296099	General Fund - Due to Credit Card Co	242 00
RINV0003946549	1101000000 - 2296099	General Fund - Due to Credit Card Co	6 34
RINV0003975072	1101000000 - 2291104	General Fund - DC-Refunds of Fees	150 00
RINV0003975073	1101000000 - 2291104	General Fund - DC-Refunds of Fees	93 00
RINV0003975074	1101000000 - 2291104	General Fund - DC-Refunds of Fees	150 00
RINV0003982315	1101000000 - 2291104	General Fund - DC-Refunds of Fees	7 50
RINV0003982400	1101000000 - 2296099	General Fund - Due to Credit Card Co	74 00
RINV0003982401	1101000000 - 2296099	General Fund - Due to Credit Card Co	151 00
		Warrant Total:	**19,699.57**

Warrant #: VW 00347417 **Payee Name: ONEOK INC**

117946945 082311	1101170100 - 5421300	Facilities Srvs & Maintenance - Gas	35 81
140526600 082311	1101170100 - 5421300	Facilities Srvs & Maintenance - Gas	15 00
141057664 082311	1101170100 - 5421300	Facilities Srvs & Maintenance - Gas	15 00
163076745 082311	1101170100 - 5421300	Facilities Srvs & Maintenance - Gas	15 00
164634518 081711	1101170100 - 5421300	Facilities Srvs & Maintenance - Gas	17 83
165199073 081711	1101170100 - 5421300	Facilities Srvs & Maintenance - Gas	3,039 99
165339436 081711	1101170100 - 5421300	Facilities Srvs & Maintenance - Gas	1,159 53
235817809 081711	1101170100 - 5421300	Facilities Srvs & Maintenance - Gas	65 13
		Warrant Total:	**4,363.29**

Warrant #: VW 00347418 **Payee Name: ONEOK INC**

9103022881465609	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	18 99
		Warrant Total:	**18.99**

Warrant #: VW 00347419 **Payee Name: OWEN ELECTRIC SUPPLY**

2645420380	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	135 60

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Invoice Number	Account Info		Amount
2645420446	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	204 00
2645420456	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	177 00
2645420473	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	214 25
3975160807	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	-397 00
3975436714	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	60.12
3975437123	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	143 84
		Warrant Total:	**537.81**

Warrant #: VW 00347420 **Payee Name: OZARKA NATURAL SPRING WATER**

01H0122852577	1101123700 - 5310000	Justice Court Pct #7 - Supplies and Materials	40 92
		Warrant Total:	**40.92**

Warrant #: VW 00347425 **Payee Name: PESTMASTER SERVICES INC**

8836	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	125 50
8837	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	175 25
8838	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	34 71
8839	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	39 83
8840	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	55 19
8841	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	39 83
8842	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	50 07
8843	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	175 25
8844	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	110 39
8845	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	39 83
8846	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	39 83
8847	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	75 11
8848	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	34 71
8849	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	30 16
8889	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	39 83
8890	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	200 29
8895	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	34 71
8903	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	59 75
8910	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	839 84
8911	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	165 01
8914	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	55 19
8915	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	195 17
8929	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	44 95
8930	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	44 95
8931	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	39 83
8932	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	34 71
8933	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	175 25
8934	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	34 71
8935	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	250 36
8937	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	85 00
8942	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	64 87
		Warrant Total:	**3,390.08**

Warrant #: VW 00347426 **Payee Name: PESTMASTER SERVICES INC**

8980	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	50 40
		Warrant Total:	**50.40**

Warrant #: VW 00347427 **Payee Name: PINE FOREST APARTMENTS**

406 DEATS RD D04	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	183 15

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Invoice Number	Account Info		Amount
		Warrant Total.	**183.15**
Warrant #: VW 00347428	**Payee Name: PINE FOREST APARTMENTS**		
143	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
406 DEATS RD B12	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	**200.00**
Warrant #: VW 00347429	**Payee Name: PINEHILL PROPERTIES LLC**		
622 3RD AVE N 8	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	180 00
		Warrant Total:	**180.00**
Warrant #: VW 00347431	**Payee Name: PRESCOTT, TERESA**		
AUG 2011 MLG	1101126100 - 5496301	District Clerk - Auto Mileage	199 80
		Warrant Total:	**199.80**
Warrant #: VW 00347432	**Payee Name: PROVIDENCE TITLE**		
2011043723	1101000010 - 4414012	General Government - County Clerk Refund of Fees	8 00
		Warrant Total:	**8.00**
Warrant #: VW 00347433	**Payee Name: QUINTANILLA, DONNIE**		
10CR2763 081511	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	731 25
		Warrant Total:	**731.25**
Warrant #: VW 00347436	**Payee Name: RADCLIFFE, KATHLEEN**		
4441 13TH ST	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	200 00
		Warrant Total:	**200.00**
Warrant #: VW 00347438	**Payee Name: RIGDON, SHANE**		
8/24-26/11 MEALS	1101126100 - 5496100	District Clerk - Travel	122 00
		Warrant Total:	**122.00**
Warrant #: VW 00347441	**Payee Name: SAN LEON MUNICIPAL UTILITY DIST**		
1035109002 80211	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	77 13
10353195 080211	1101170100 - 5421100	Facilities Srvs & Maintenance - Water	139 95
		Warrant Total:	**217.08**
Warrant #: VW 00347443	**Payee Name: SANTA FE AUTO PARTS INC**		
38204	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	99 99
38297	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	78 94
38452	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	155 76
38562	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	78 94
39095	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	100 08
61138	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	89 27
62585	1101172111 - 5423110	Fleet Mgmt-Galveston - Auto Maintenance	104 11
		Warrant Total:	**707.09**
Warrant #: VW 00347444	**Payee Name: SANTA FE SENIOR CITIZENS COUNCIL**		
AUG 11	1101451110 - 5503021	Senior Citizens - Food Cost Title III Supplemt	500 00
		Warrant Total:	**500.00**
Warrant #: VW 00347445	**Payee Name: SARGENT, CRYSTAL**		
6/28-8/19/11 MLG	1101443100 - 5496301	Indigent Care & Medication - Auto Mileage	503.94

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Invoice Number	Account Info		Amount
		Warrant Total:	**503.94**
Warrant #: VW 00347446	**Payee Name: SCOTT, SHELBY**		
10CR3269 083111	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	195 00
11CR1063 083111	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	438 75
		Warrant Total:	**633.75**
Warrant #: VW 00347447	**Payee Name: SEASIDE ENTERPRISES INC**		
178515	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	33 35
179962	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	17 99
		Warrant Total:	**51.34**
Warrant #: VW 00347448	**Payee Name: SHEARN MOODY PLAZA CORP**		
4TH FLR 083111	1101110000 - 5426250	General Government - Rental Office Space	24,708 46
5TH FLR 083111	1101110000 - 5426250	General Government - Rental Office Space	29,294.45
		Warrant Total:	**54,002.91**
Warrant #: VW 00347449	**Payee Name: SHI GOVT SOLUTIONS**		
GB00037596A	1101159100 - 5481000	Information Technology - Contract Service	79,692 00
		Warrant Total:	**79,692.00**
Warrant #: VW 00347450	**Payee Name: SHOOTERS CORNER, THE**		
34965	1101223500 - 5310000	Constable Pct #5 - Montez - Supplies and Materials	66 91
		Warrant Total:	**66.91**
Warrant #: VW 00347451	**Payee Name: SIGN MAN INC**		
15753	1101127100 - 5310000	District Attorney - Supplies and Materials	947 20
		Warrant Total:	**947.20**
Warrant #: VW 00347452	**Payee Name. SOLUTIONS4SURE.COM INC**		
B110813877V1	1101159100 - 5310000	Information Technology - Supplies and Materials	1,578 40
		Warrant Total:	**1,578.40**
Warrant #: VW 00347455	**Payee Name: SOUTHWASTE DISPOSAL LLC**		
0156290IN	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	2,250 00
0156291IN	1101170100 - 5424000	Facilities Srvs & Maintenance - Maint & Repairs Buildings	560 00
		Warrant Total:	**2,810.00**
Warrant #: VW 00347459	**Payee Name: STARTEX TITLE CO**		
2011040799	1101000010 - 4414012	General Government - County Clerk Refund of Fees	10 00
		Warrant Total:	**10.00**
Warrant #: VW 00347460	**Payee Name: STEVE'S WAREHOUSE TIRES**		
68951	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	15 00
68955	1101211101 - 5423110	Administration Sheriff Dept - Auto Maintenance	12 50
		Warrant Total:	**27.50**
Warrant #: VW 00347462	**Payee Name: STEWART TITLE COMPANY**		
2011042510	1101000010 - 4414012	General Government - County Clerk Refund of Fees	18 00
		Warrant Total:	**18.00**
Warrant #: VW 00347463	**Payee Name: STEWART VACATION OWNERSHIP TITLE**		

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Invoice Number	Account Info		Amount
2011038677	1101000010 - 4414012	General Government - County Clerk Refund of Fees	14 00
2011040262	1101000010 - 4414012	General Government - County Clerk Refund of Fees	20 50
2011043936	1101000010 - 4414012	General Government - County Clerk Refund of Fees	18 00
		Warrant Total:	**52.50**

Warrant #: VW 00347468 **Payee Name: SUN COAST RESOURCES INC**

91015729	1101172111 - 5322010	Fleet Mgmt-Galveston - Auto Fuel Expense	7,503 20
91017152	1101172111 - 5322010	Fleet Mgmt-Galveston - Auto Fuel Expense	3,107 35
91019548	1101172111 - 5322010	Fleet Mgmt-Galveston - Auto Fuel Expense	4,040 10
91022353	1101172111 - 5322010	Fleet Mgmt-Galveston - Auto Fuel Expense	2,334 83
		Warrant Total:	**16,985.48**

Warrant #: VW 00347470 **Payee Name: SUTHERLAND LUMBER SOUTHWEST INC**

210880	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	8 37
210890	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	5 29
210916	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	18 48
210922	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	27 98
210926	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	9 06
210940	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	46 26
210943	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	4 71
210958	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	2 30
210964	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	7 49
211001	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	5 16
211009	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	131 94
211010	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	7 14
211035	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	3 49
211051	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	4 49
211070	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	29 30
211077	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	7 49
211079	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	52 63
211086	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	6 58
211121	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	12 99
211142	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	33 12
211152	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	4 29
211162	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	18 81
211174	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	47 92
211190	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	7 40
211213	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	7 96
211231	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	32 56
211234	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	4 79
211290	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	39 77
211298	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	19 18
211363	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	13 16
211369	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	129 99
211378	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	2 15
211405	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	24 95
211407	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	12 99
211430	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	10 23
211435	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	18 22
211448	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	29 57
211473	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	17 86
211474	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	63 98
211476	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	41 09

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Invoice Number	Account Info		Amount
211477	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	5 94
211486	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	9 37
211497	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	18 60
211509	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	43 99
211519	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	22 28
211522	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	18 99
211528	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	12 50
211614	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	191.40
211621	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	4 85
244041	1101522020 - 5424000	Parks Department - Maint & Repairs Buildings	22 72
		Warrant Total:	**1,321.78**

Warrant #: VW 00347472 **Payee Name: TEXAS DISTRICT AND COUNTY ATTORNEY'S**

30698	1101127100 - 5317000	District Attorney - Books & Periodicals	290 00
31153	1101127100 - 5317000	District Attorney - Books & Periodicals	2,668 00
31318	1101127100 - 5317000	District Attorney - Books & Periodicals	341 00
		Warrant Total:	**3,299.00**

Warrant #: VW 00347473 **Payee Name: TEXAS GULF COAST MEDICAL GROUP**

072611 WELCH	1101443100 - 5447400	Indigent Care & Medication - Drugs & Medicine	160 00
		Warrant Total:	**160.00**

Warrant #: VW 00347474 **Payee Name: TEXAS POWER LP**

68397	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	134 48
		Warrant Total:	**134.48**

Warrant #: VW 00347475 **Payee Name: TOLDEN, MONICA MONIQUE**

11CR1936 081811	1101122100 - 5431221	County Court #1 - Grady - Defense Atty Co Ct	58 50
		Warrant Total:	**58.50**

Warrant #: VW 00347476 **Payee Name: TRACKER A DIVISION OF C2 LLC**

0402009	1101151600 - 5481000	County Treasurer - Contract Service	450.00
		Warrant Total:	**450.00**

Warrant #: VW 00347479 **Payee Name: TXU ENERGY RETAIL COMPANY LP**

100000367058	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
100002864624	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	200 00
100008828855	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
100016027379	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	150 00
100016715524	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	86 14
900003541838	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
900003901190	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	202 99
900007088907	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
		Warrant Total:	**1,039.13**

Warrant #: VW 00347481 **Payee Name: U.S. DEPARTMENT OF JUSTICE**

04182011 RMB	1101000000 - 2270001	General Fund - Due to Other Govt Fds/Agencies	42 06
		Warrant Total:	**42.06**

Warrant #: VW 00347482 **Payee Name: U.S. ENERGY SAVINGS CORP.**

4423219	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	200 00
4481887	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00
4627196	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	100 00

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Invoice Number	Account Info		Amount
4751071	1101443100 - 5447200	Indigent Care & Medication - Emergency Assistance	200 00
		Warrant Total:	**600.00**
Warrant #: VW 00347485	**Payee Name: VICKERY, KAY**		
AUG 2011 MLG	1101211101 - 5496301	Administration Sheriff Dept - Auto Mileage	40 15
		Warrant Total:	**40.15**
Warrant #: VW 00347486	**Payee Name: VOICE4NET.COM**		
3062	1101159100 - 5481000	Information Technology - Contract Service	50 00
		Warrant Total:	**50 00**
Warrant #: VW 00347489	**Payee Name: WASTE MANAGEMENT INC**		
164220617918	1101170100 - 5481000	Facilities Srvs & Maintenance - Contract Service	4,870 83
461221417912	1101522020 - 5481000	Parks Department - Contract Service	162 60
		Warrant Total:	**5,033.43**
Warrant #: VW 00347492	**Payee Name: WEST END CYCLE CO**		
296004	1101211121 - 5310000	Sheriff-Criminal Investigation - Supplies and Materials	150 00
		Warrant Total:	**150.00**
Warrant #: VW 00347493	**Payee Name: WILSON, JOCELYN**		
AUG 2011 MLG	1101443100 - 5496301	Indigent Care & Medication - Auto Mileage	775 34
		Warrant Total:	**775.34**
Warrant #: VW 00347494	**Payee Name: WOMENS RESOURCE AND CRISIS, THE**		
11FD1670 071311	1101000000 - 2291104	General Fund - DC-Refunds of Fees	600 00
		Warrant Total:	**600.00**
		FUND 1101 TOTAL:	**366,435.24**

FUND: 2102 Co Clerk Rec Mgt & Pres Fund

Warrant #: VW 00000268	**Payee Name: GALVESTON NEWSPAPERS INC**		
00274616	2102114020 - 5310000	County Clerk Records Mangement - Supplies and Materials	184 52
		Warrant Total:	**184.52**
Warrant #: VW 00347356	**Payee Name: IRON MOUNTAIN**		
EAJ4962	2102114020 - 5311202	County Clerk Records Mangement - Microfilm Supplies	435 38
		Warrant Total:	**435.38**
		FUND 2102 TOTAL:	**619.90**

FUND: 2212 Mediation Services Prog Fund

Warrant #: VW 00347437	**Payee Name: RESOURCE AND CRISIS CENTER OF**		
AUG 2011	2212125300 - 5432011	Mediation Services - Mediation Services	900 00
		Warrant Total:	**900.00**
		FUND 2212 TOTAL:	**900.00**

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Invoice Number	Account Info		Amount
FUND: 2220 Adult Probation Fund			
Warrant #: VW 00347246	**Payee Name: BELL, PAULA**		
AUG 2011 MLG	2220255101 - 5496100	Adult Probation - Travel	124 95
		Warrant Total:	**124.95**
Warrant #: VW 00347286	**Payee Name: COPPOLA, FRANCESCO**		
8/17-18/11 TRVL	2220255101 - 5496100	Adult Probation - Travel	297 34
		Warrant Total:	**297 34**
Warrant #: VW 00347287	**Payee Name: CORRECTIONS SOFTWARE CORPORATION**		
24814	2220000000 - 1520010	Adult Probation Fund - Prepaid Exp Mclelland Mgt Srv	4,378 00
		Warrant Total:	**4,378.00**
Warrant #: VW 00347296	**Payee Name: DICKEY, WILLIAM SHANE**		
8/18/11 MLG	2220255101 - 5496100	Adult Probation - Travel	27 03
		Warrant Total:	**27.03**
		FUND 2220 TOTAL:	**4,827.32**
FUND: 2230 Juvenile Justice Fund			
Warrant #: VW 00347293	**Payee Name: DESIGNS OF TEXAS**		
013	2230256119 - 5312100	Post Program - Clothing Expense	927 38
		Warrant Total:	**927.38**
Warrant #: VW 00347302	**Payee Name: DUNNAHOO, CHRISTOPHER**		
JUL 11 MLG	2230256100 - 5496301	Juvenile Justice - Auto Mileage	241 98
		Warrant Total:	**241.98**
Warrant #: VW 00347309	**Payee Name: FAMILY SERVICE CENTER OF GALV CNTY**		
SEP 11 COUNSEL	2230256100 - 5436107	Juvenile Justice - Outpatient Counseling	12,000 00
SEP 11 OFFEND	2230256100 - 5436107	Juvenile Justice - Outpatient Counseling	9,916 00
		Warrant Total:	**21,916.00**
Warrant #: VW 00347320	**Payee Name: GALVESTON COUNTY EMERGENCY**		
2011-0906	2230256118 - 5423000	Detention - Maint/Repairs Equipment	711 63
		Warrant Total:	**711.63**
Warrant #: VW 00347324	**Payee Name. GAVION, BRIAN**		
AUG 2011 MLG	2230256100 - 5496301	Juvenile Justice - Auto Mileage	78 26
		Warrant Total:	**78.26**
Warrant #: VW 00347341	**Payee Name: HARDY, COREY L**		
090111 MEALS	2230256118 - 5496150	Detention - Transportation	23 00
		Warrant Total:	**23.00**
Warrant #: VW 00347344	**Payee Name: HERNANDEZ, CARLOS**		
AUG 2011 MLG	2230256100 - 5496301	Juvenile Justice - Auto Mileage	206 46
		Warrant Total:	**206.46**

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Invoice Number	Account Info		Amount
Warrant #: VW 00347345	**Payee Name: HERRING JR, MATTHEW**		
AUG 2011 MLG	2230256100 - 5496301	Juvenile Justice - Auto Mileage	156 51
		Warrant Total:	**156.51**
Warrant #: VW 00347364	**Payee Name: JOSEPH, JUNE**		
AUG 2011 MLG	2230256100 - 5496301	Juvenile Justice - Auto Mileage	195 92
		Warrant Total:	**195.92**
Warrant #: VW 00347367	**Payee Name: KLEEN JANITORIAL SUPPLY COMPANY**		
1622 2011	2230256118 - 5313100	Detention - Cleaning & Household Supplies	43 00
		Warrant Total:	**43.00**
Warrant #: VW 00347376	**Payee Name: LARSON, FAITH**		
AUG 2011 MLG	2230256100 - 5496301	Juvenile Justice - Auto Mileage	229 77
		Warrant Total:	**229.77**
Warrant #: VW 00347381	**Payee Name: LEWIS, SIRDON**		
AUG 2011 MLG	2230256100 - 5496301	Juvenile Justice - Auto Mileage	437 90
		Warrant Total:	**437.90**
Warrant #: VW 00347390	**Payee Name: MAINLAND DEFENSIVE DRIVING**		
01082	2230256105 - 5495100	Juv Justice - Administration - Education	420 00
		Warrant Total:	**420.00**
Warrant #: VW 00347402	**Payee Name: MONTGOMERY, DANNY**		
9/1/11 MEALS	2230256118 - 5496150	Detention - Transportation	23 00
		Warrant Total:	**23.00**
Warrant #: VW 00347404	**Payee Name: MORGAN, LE'NARD D.**		
AUG 11 MLG	2230256100 - 5496301	Juvenile Justice - Auto Mileage	162 06
		Warrant Total:	**162.06**
Warrant #: VW 00347409	**Payee Name: NORRIS, BRENT T**		
AUG 11 MLG	2230256105 - 5496301	Juv Justice - Administration - Auto Mileage	113 22
		Warrant Total:	**113.22**
Warrant #: VW 00347442	**Payee Name: SANDERS, EARNESTINE LYNCH**		
AUG 2011 MLG	2230256100 - 5496301	Juvenile Justice - Auto Mileage	162 06
		Warrant Total:	**162.06**
Warrant #: VW 00347464	**Payee Name: STEWART, DELLA L**		
AUG 2011 MLG	2230256100 - 5496301	Juvenile Justice - Auto Mileage	182 60
		Warrant Total:	**182.60**
		FUND 2230 TOTAL:	**26,230.75**

FUND: 2301 Road & Bridge Fund

Warrant #: VW 00000269	**Payee Name: KEYWORTHS HARDWARE INC**		
000189889	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	2 99
000189963	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	52 49

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Invoice Number	Account Info		Amount
		Warrant Total:	**55.48**
Warrant #: VW 00347239	**Payee Name: B & B ICE INC**		
3647232	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	50 00
		Warrant Total:	**50.00**
Warrant #: VW 00347240	**Payee Name: BACLIFF BUILDERS SUPPLY INC.**		
9094 081611	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	38 76
		Warrant Total:	**38.76**
Warrant #: VW 00347262	**Payee Name: BROOKSIDE EQUIP SALES INC**		
IL25591	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	61 12
IL25596	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	41 46
IL25739	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	10 73
IL25787	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	149 99
IL25829	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	50 67
		Warrant Total:	**313.97**
Warrant #: VW 00347267	**Payee Name: C JOHNNY ON THE SPOT INC**		
71882	2301312110 - 5481000	Administration - Contract Service	100 00
		Warrant Total:	**100.00**
Warrant #: VW 00347270	**Payee Name: CALICO WELDING SUPPLY CO**		
RL72170	2301312110 - 5481000	Administration - Contract Service	156 00
		Warrant Total:	**156.00**
Warrant #: VW 00347273	**Payee Name: CENTURY ASPHALT LTD**		
144209	2301312120 - 5353015	FM & Lateral Road - Materials Asphalt Surface	35,034 33
		Warrant Total:	**35,034.33**
Warrant #: VW 00347303	**Payee Name: DURWOOD GREENE CONSTRUCTION CO**		
3 072211	2301000000 - 2070001	Road and Bridge Fund - Contract Payable Retainage	7,121.70
3 RTNG 072311	2301000000 - 2070001	Road and Bridge Fund - Contract Payable Retainage	5,472 81
		Warrant Total:	**12,594.51**
Warrant #: VW 00347338	**Payee Name: GUSTAFSON, TERRI**		
AUG 2011 MLG	2301312110 - 5496100	Administration - Travel	105 87
		Warrant Total:	**105.87**
Warrant #: VW 00347347	**Payee Name: HI-WAY EQUIPMENT COMPANY LLC**		
H30085	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	111 74
H30484	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	444 46
		Warrant Total:	**556.20**
Warrant #: VW 00347351	**Payee Name: HOME DEPOT**		
1054395	2301312110 - 5424000	Administration - Maint & Repairs Buildings	59 93
		Warrant Total:	**59.93**
Warrant #: VW 00347375	**Payee Name: LANSDOWNE MOODY CO LP**		
IW66645	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	340 64
		Warrant Total:	**340.64**

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Invoice Number	Account Info		Amount
Warrant #: VW 00347379	**Payee Name: LEHIGH SAFETY SHOE CO LLC**		
374757	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	59 98
381003	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	90.00
386370	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	96 29
386505	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	80 99
621426	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	80 99
621434	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	90 00
621435	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	90 00
621436	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	90 00
621437	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	90 00
621438	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	90 00
		Warrant Total:	**858.25**
Warrant #: VW 00347383	**Payee Name: LIGGIOS TIRE AND SERVICE CENTER INC**		
179489	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	14 50
179579	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	14 50
		Warrant Total:	**29.00**
Warrant #: VW 00347392	**Payee Name: MARTIN RESOURCE MANAGEMENT**		
288077	2301312120 - 5353011	FM & Lateral Road - Road Oils & Emulsions	2,996 00
		Warrant Total:	**2,996.00**
Warrant #: VW 00347397	**Payee Name: MCREE FORD INC**		
349308	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	290 01
		Warrant Total:	**290.01**
Warrant #: VW 00347407	**Payee Name: MUNRO'S UNIFORM SERVICES LTD**		
50034	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	39 00
50035	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	6 50
50036	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	43 00
50037	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	36 10
50038	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	41 00
50039	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	72 55
50040	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	73 25
53937	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	74 00
54179	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	39 00
54180	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	6 50
54181	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	43 00
54182	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	32 55
54183	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	37 00
54184	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	62 50
54185	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	75 75
54956	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	57 00
55198	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	39 00
55199	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	6 50
55200	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	62 50
55201	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	32 55
55202	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	37 00
55203	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	62.50
55204	2301312120 - 5312101	FM & Lateral Road - Uniform Expense	73 25
		Warrant Total:	**1,052.00**
Warrant #: VW 00347419	**Payee Name: OWEN ELECTRIC SUPPLY**		

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Invoice Number	Account Info		Amount
3975436732	2301312110 - 5424000	Administration - Maint & Repairs Buildings	161 18
		Warrant Total:	**161.18**
Warrant #: VW 00347423	**Payee Name: PATHMARK TRAFFIC PRODUCTS OF TEXAS INC**		
0071714IN	2301312120 - 5319222	FM & Lateral Road - Materials Traffic Signs	72 00
		Warrant Total:	**72.00**
Warrant #: VW 00347430	**Payee Name: PLASTIC TECHNICS INC**		
11808	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	2,059 73
		Warrant Total:	**2,059.73**
Warrant #: VW 00347434	**Payee Name: R B EVERETT & CO**		
SI40320	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	597 36
SI40321	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	267 81
		Warrant Total:	**865 17**
Warrant #: VW 00347440	**Payee Name: SAM'S CLUB DIRECT**		
002227	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	210 86
003442	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	149 88
009722	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	421 72
		Warrant Total:	**782.46**
Warrant #: VW 00347443	**Payee Name: SANTA FE AUTO PARTS INC**		
63350	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	14 33
63852	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	39 79
63991	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	9 75
64021	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	10 07
64082	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	29 02
64176	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	885 19
64188	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	590 70
64241	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	6 50
64264	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	128 59
64285	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	42 15
64810	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	530 52
64935	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	91 65
65109	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	159 60
65495	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	58 77
		Warrant Total:	**2,596.63**
Warrant #: VW 00347447	**Payee Name: SEASIDE ENTERPRISES INC**		
180745	2301312120 - 5310000	FM & Lateral Road - Supplies and Materials	13 77
		Warrant Total:	**13.77**
Warrant #: VW 00347456	**Payee Name: SOUTHWEST T & I INC**		
1920318	2301312110 - 5481000	Administration - Contract Service	458.78
1920538	2301312110 - 5481000	Administration - Contract Service	341 04
		Warrant Total:	**799.82**
Warrant #: VW 00347461	**Payee Name: STEVEN-SHARON CORPORATION**		
385049000	2301312120 - 5423000	FM & Lateral Road - Maint/Repairs Equipment	234 59
		Warrant Total:	**234.59**

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Invoice Number	Account Info		Amount
Warrant #: VW 00347468	**Payee Name: SUN COAST RESOURCES INC**		
91014683	2301312120 - 5322010	FM & Lateral Road - Auto Fuel Expense	10,942 50
		Warrant Total:	**10,942.50**
Warrant #: VW 00347487	**Payee Name: VULCAN CONSTRUCTION MATERIALS LP**		
198732	2301312120 - 5353015	FM & Lateral Road - Materials Asphalt Surface	25,617 73
199758	2301312120 - 5353015	FM & Lateral Road - Materials Asphalt Surface	22,922 59
		Warrant Total:	**48,540.32**
Warrant #: VW 00347489	**Payee Name: WASTE MANAGEMENT INC**		
461222317913	2301312110 - 5481000	Administration - Contract Service	223 26
		Warrant Total:	**223.26**
		FUND 2301 TOTAL:	**121,922.38**

FUND: 2341 Road District #1

Warrant #: VW 00347373	**Payee Name: LAND & SEA LLC**		
15635	2341313100 - 5727605	Road District #1 - Generator Replacement Toll Bth	27,616 50
16199	2341313100 - 5727605	Road District #1 - Generator Replacement Toll Bth	815 23
		Warrant Total:	**28,431.73**
		FUND 2341 TOTAL:	**28,431.73**

FUND: 2370 Flood Control Fund

Warrant #: VW 00000269	**Payee Name: KEYWORTHS HARDWARE INC**		
000187427	2370296121 - 5310000	Seawall Maintenance - Supplies and Materials	79 96
000189523	2370296121 - 5310000	Seawall Maintenance - Supplies and Materials	28 57
		Warrant Total:	**108.53**
Warrant #: VW 00347227	**Payee Name: ACT PIPE AND SUPPLY**		
570931	2370296100 - 5353013	Flood Control - Materials Culverts/Bridges	1,920 00
		Warrant Total:	**1,920.00**
Warrant #: VW 00347230	**Payee Name: ALEX AIR CONDITIONING INC**		
151897	2370296121 - 5423401	Seawall Maintenance - Maint/Repairs Pumps & Gates	1,695 00
		Warrant Total:	**1,695.00**
Warrant #: VW 00347243	**Payee Name: BAYSHORE SURVEYING INSTRUMENT CO INC**		
10546	2370296100 - 5481000	Flood Control - Contract Service	175 00
		Warrant Total:	**175.00**
Warrant #: VW 00347249	**Payee Name: BFI WASTE SERVICES OF TEXAS LP**		
0855000451621	2370296121 - 5481000	Seawall Maintenance - Contract Service	70 51
		Warrant Total:	**70.51**
Warrant #: VW 00347267	**Payee Name: C JOHNNY ON THE SPOT INC**		
71881	2370296121 - 5481000	Seawall Maintenance - Contract Service	100 00
		Warrant Total.	**100.00**

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Invoice Number	Account Info		Amount
Warrant #: VW 00347289	**Payee Name: CRESCENT ENGINEERING COMPANY INC**		
L2871	2370296121 - 5481000	Seawall Maintenance - Contract Service	871 30
		Warrant Total:	**871.30**
Warrant #: VW 00347378	**Payee Name: LCR-M LIMITED PARTNERSHIP**		
3738074	2370296100 - 5353013	Flood Control - Materials Culverts/Bridges	765 69
9739468	2370296100 - 5353013	Flood Control - Materials Culverts/Bridges	34 34
		Warrant Total:	**800.03**
Warrant #: VW 00347380	**Payee Name: LENTZ ENGINEERING L C**		
110406	2370190100 - 5498003	County Engineer - Dickinson Bayou Steer Comm Dues	2,250 00
		Warrant Total:	**2,250.00**
Warrant #: VW 00347405	**Payee Name: MUNICIPAL SIGNS INC**		
0011920	2370296121 - 5425801	Seawall Maintenance - Galv Seawall Sidewalk Maint	376 80
		Warrant Total:	**376.80**
Warrant #: VW 00347419	**Payee Name: OWEN ELECTRIC SUPPLY**		
3975436353	2370296121 - 5423401	Seawall Maintenance - Maint/Repairs Pumps & Gates	30 00
		Warrant Total:	**30.00**
Warrant #: VW 00347454	**Payee Name: SOUTHERN CRUSHED CONCRETE LLC**		
201115963	2370296100 - 5353013	Flood Control - Materials Culverts/Bridges	3,583 27
201115964	2370296100 - 5353013	Flood Control - Materials Culverts/Bridges	1,973 53
		Warrant Total:	**5,556.80**
Warrant #: VW 00347458	**Payee Name: STANDARD STEEL SUPPLY INC**		
516719	2370296121 - 5310000	Seawall Maintenance - Supplies and Materials	71 28
		Warrant Total:	**71 28**
Warrant #: VW 00347488	**Payee Name: W.C.S. INDUSTRIES INC**		
124385	2370296121 - 5425801	Seawall Maintenance - Galv Seawall Sidewalk Maint	900 00
		Warrant Total:	**900.00**
Warrant #: VW 00347490	**Payee Name: WEIMAR INDUSTRIES INC**		
3900	2370296121 - 5423401	Seawall Maintenance - Maint/Repairs Pumps & Gates	700 00
		Warrant Total:	**700.00**
		FUND 2370 TOTAL:	**15,625.25**

FUND: 2410 Mosquito Control District Fund

Warrant #: VW 00000269	**Payee Name: KEYWORTHS HARDWARE INC**		
000187646	2410411100 - 5424000	Mosquito Control District - Maint & Repairs Buildings	21 45
00190904	2410411100 - 5424000	Mosquito Control District - Maint & Repairs Buildings	7 49
		Warrant Total:	**28 94**
Warrant #: VW 00347242	**Payee Name: BAY ELECTRIC SUPPLY INC**		
1148723	2410411100 - 5310000	Mosquito Control District - Supplies and Materials	34 00
		Warrant Total:	**34.00**

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Invoice Number	Account Info		Amount
Warrant #: VW 00347340	**Payee Name: HAMON BAY AREA**		
125736	2410411100 - 5310000	Mosquito Control District - Supplies and Materials	12 83
		Warrant Total:	**12.83**
Warrant #: VW 00347396	**Payee Name: MCKENZIE COMPRESSED AIR SOLUTIONS**		
0529941IN	2410411100 - 5310000	Mosquito Control District - Supplies and Materials	227 00
		Warrant Total:	**227.00**
		FUND 2410 TOTAL:	**302.77**

FUND: 2501 Child Welfare Fund

Warrant #: VW 00347371	**Payee Name: KROGER CO, THE**		
142553	2501443300 - 5449125	Child Welfare - Emergency Family Support	100 00
		Warrant Total:	**100.00**
Warrant #: VW 00347439	**Payee Name: ROSS**		
7062	2501443300 - 5312100	Child Welfare - Clothing Expense	100 00
7262	2501443300 - 5312100	Child Welfare - Clothing Expense	551 71
7302	2501443300 - 5312100	Child Welfare - Clothing Expense	288 87
		Warrant Total:	**940.58**
		FUND 2501 TOTAL:	**1,040.58**

FUND: 2601 Beach & Parks Fund

Warrant #: VW 00347267	**Payee Name: C JOHNNY ON THE SPOT INC**		
71894	2601544042 - 5426181	Beach Maintenance-Rd & Bridge - Rental Porta Cans	160 00
71895	2601544042 - 5426181	Beach Maintenance-Rd & Bridge - Rental Porta Cans	80 00
71896	2601544042 - 5426181	Beach Maintenance-Rd & Bridge - Rental Porta Cans	80 00
71897	2601544042 - 5426181	Beach Maintenance-Rd & Bridge - Rental Porta Cans	160 00
71898	2601544042 - 5426181	Beach Maintenance-Rd & Bridge - Rental Porta Cans	80 00
71899	2601544042 - 5426181	Beach Maintenance-Rd & Bridge - Rental Porta Cans	80 00
71900	2601544042 - 5426181	Beach Maintenance-Rd & Bridge - Rental Porta Cans	80 00
71901	2601544042 - 5426181	Beach Maintenance-Rd & Bridge - Rental Porta Cans	80 00
71902	2601544042 - 5426181	Beach Maintenance-Rd & Bridge - Rental Porta Cans	80 00
71903	2601544042 - 5426181	Beach Maintenance-Rd & Bridge - Rental Porta Cans	80 00
71904	2601544042 - 5426181	Beach Maintenance-Rd & Bridge - Rental Porta Cans	80 00
71905	2601544042 - 5426181	Beach Maintenance-Rd & Bridge - Rental Porta Cans	80 00
71906	2601544042 - 5426181	Beach Maintenance-Rd & Bridge - Rental Porta Cans	70 00
71907	2601544042 - 5426181	Beach Maintenance-Rd & Bridge - Rental Porta Cans	70 00
		Warrant Total:	**1,260.00**
Warrant #: VW 00347365	**Payee Name: JRL SERVICES LLC**		
100608	2601544042 - 5481000	Beach Maintenance-Rd & Bridge - Contract Service	2,050 00
100609	2601544042 - 5481000	Beach Maintenance-Rd & Bridge - Contract Service	2,050 00
100610	2601544042 - 5481000	Beach Maintenance-Rd & Bridge - Contract Service	2,050 00
100611	2601544042 - 5481000	Beach Maintenance-Rd & Bridge - Contract Service	2,050 00
		Warrant Total:	**8,200.00**
Warrant #: VW 00347407	**Payee Name: MUNRO'S UNIFORM SERVICES LTD**		

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Invoice Number	Account Info		Amount
53935	2601522042 - 5312101	Beach Maintenance - Uniform Expense	4 25
53939	2601544042 - 5312101	Beach Maintenance-Rd & Bridge - Uniform Expense	28 50
54954	2601522042 - 5312101	Beach Maintenance - Uniform Expense	4 25
54958	2601544042 - 5312101	Beach Maintenance-Rd & Bridge - Uniform Expense	28 50
		Warrant Total:	**65.50**
Warrant #: VW 00347424	**Payee Name: PENINSULA SANITATION SERVICE INC**		
57667	2601544042 - 5421400	Beach Maintenance-Rd & Bridge - Refuse Disposal	450 00
57680	2601544042 - 5421400	Beach Maintenance-Rd & Bridge - Refuse Disposal	450 00
57684	2601544042 - 5421400	Beach Maintenance-Rd & Bridge - Refuse Disposal	450 00
		Warrant Total:	**1,350.00**
Warrant #: VW 00347447	**Payee Name: SEASIDE ENTERPRISES INC**		
181764	2601544042 - 5310000	Beach Maintenance-Rd & Bridge - Supplies and Materials	27 95
		Warrant Total:	**27.95**
Warrant #: VW 00347457	**Payee Name: SPRINT WASTE SERVICES LP**		
172060	2601544042 - 5421400	Beach Maintenance-Rd & Bridge - Refuse Disposal	435 01
		Warrant Total:	**435.01**
Warrant #: VW 00347466	**Payee Name: SUDERMAN, DON**		
3/11-2/12 BALANC	2601522042 - 5493100	Beach Maintenance - Advertising	2,000 00
		Warrant Total:	**2,000.00**
Warrant #: VW 00347491	**Payee Name: WELDON WILLIAMS & LICK INC**		
212923	2601522042 - 5310000	Beach Maintenance - Supplies and Materials	1,574 39
		Warrant Total:	**1,574.39**
		FUND 2601 TOTAL:	**14,912.85**

FUND: 2824 Adult Probation Community

Warrant #: VW 00347369	**Payee Name: KLYNG, KERRY**		
AUG 2011 MLG	2824255137 - 5496301	Sex Offender Supervision - Auto Mileage	168 81
		Warrant Total:	**168.81**
		FUND 2824 TOTAL:	**168.81**

FUND: 2841 Juvenile Probation-State Aid

Warrant #: VW 00347229	**Payee Name: ALERE TOXICOLOGY SERVICES INC.**		
769357	2841256111 - 5412301	State Aid Grant A - Drug Screening	24 00
		Warrant Total:	**24.00**
Warrant #: VW 00347300	**Payee Name: DUNAWAY, LORI MA LPC-S LMFT**		
AUGUST 2011	2841256111 - 5436107	State Aid Grant A - Outpatient Counseling	1,920 00
		Warrant Total:	**1,920.00**
		FUND 2841 TOTAL:	**1,944.00**

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Invoice Number	Account Info		Amount
FUND: 2842 Community Corrections			
Warrant #: VW 00347253	**Payee Name: BLOW, ADRIENNE M**		
AUG 2011 MLG	2842256177 - 5496301	Community Corr "Y" Grant - Auto Mileage	62 16
AUG 2011 MLG	2842256191 - 5496301	County Cash Match - Auto Mileage	218 12
		Warrant Total:	**280.28**
Warrant #: VW 00347367	**Payee Name: KLEEN JANITORIAL SUPPLY COMPANY**		
1632 2011	2842256177 - 5447000	Community Corr "Y" Grant - Community Services	326 92
		Warrant Total:	**326.92**
Warrant #: VW 00347376	**Payee Name: LARSON, FAITH**		
AUG 2011 MLG	2842256187 - 5496301	IS JPO Cash match - Auto Mileage	127 10
		Warrant Total:	**127.10**
Warrant #: VW 00347421	**Payee Name: PARISH, ERVIN R**		
AUG 2011 MLG	2842256177 - 5496301	Community Corr "Y" Grant - Auto Mileage	194 25
		Warrant Total:	**194.25**
		FUND 2842 TOTAL:	**928.55**
FUND: 2843 ICBP Regional Grant X			
Warrant #: VW 00347333	**Payee Name: GULF COAST CENTER**		
AUGUST 2011 MISD	2843256123 - 5481000	ICBP Regional Grant X - Contract Service	7,228 75
		Warrant Total:	**7,228.75**
		FUND 2843 TOTAL:	**7,228.75**
FUND: 2893 HMGP - IKE			
Warrant #: VW 00347257	**Payee Name: BONNETTE, RANDALL J. JR**		
R172187	2893289010 - 5481000	HMGP Home Buy-out Program - Contract Service	44,530 50
		Warrant Total:	**44,530.50**
Warrant #: VW 00347422	**Payee Name: PAT'S**		
10181	2893289010 - 5722402	HMGP Home Buy-out Program - Land-HMGP Buyout Program	3,900 00
		Warrant Total:	**3,900.00**
Warrant #: VW 00347453	**Payee Name: SOUTH LAND TITLE LLC**		
R176938	2893289010 - 5722402	HMGP Home Buy-out Program - Land-HMGP Buyout Program	102,333 75
R177091	2893289010 - 5722402	HMGP Home Buy-out Program - Land-HMGP Buyout Program	75,412 49
R177155	2893289010 - 5722402	HMGP Home Buy-out Program - Land-HMGP Buyout Program	75,964 50
R177282	2893289010 - 5722402	HMGP Home Buy-out Program - Land-HMGP Buyout Program	143,761 50
R177442	2893289010 - 5722402	HMGP Home Buy-out Program - Land-HMGP Buyout Program	66,543 00
R181371	2893289010 - 5722402	HMGP Home Buy-out Program - Land-HMGP Buyout Program	101,814 69
R216299 BALANCE	2893289010 - 5722402	HMGP Home Buy-out Program - Land-HMGP Buyout Program	105,420 30
		Warrant Total:	**671,250.23**

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Invoice Number	Account Info		Amount
		FUND 2893 TOTAL:	**719,680.73**

FUND: 2894 EECBG - Program

Warrant #: VW 00347398 **Payee Name: MICRO AIR OF TEXAS INC**

4400	2894170103 - 5481000	EECBG - Program - Contract Service	706 00
		Warrant Total:	**706.00**
		FUND 2894 TOTAL:	**706.00**

FUND: 2914 CDBG Housing Program

Warrant #: VW 00347233 **Payee Name: AMERICAN HOME BUILDERS INC.**

AL1219801	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-4,043 27
AL1219801	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	40,432 67
BT1147403	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-4,397 49
BT1147403	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	43,974 91
CE1088301	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-4,093 73
CE1088301	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	22,737 27
CE1088301	2914152514 - 5519010	Ownr-Occupied Elevation - Contractor - Construction	18,200 00
CE1088302	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-4,093 73
CE1088302	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	40,937 27
DD1222501	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-2,991 28
DD1222501	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	29,912.81
LS1216402	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-3,660 56
LS1216402	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	36,605.60
MP1246701	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-3,942 39
MP1246701	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	39,423 93
RM1151903	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-4,109 95
RM1151903	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	41,099 49
RW1259301	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-3,485 56
RW1259301	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	34,855 60
SB1249002	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-4,087 39
SB1249002	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	40,873 93
		Warrant Total:	**350,148.13**

Warrant #: VW 00347250 **Payee Name: BGB INTERESTS LP**

106542	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-4,972 06
106542	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	49,720.62
119081	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-3,382.08
119081	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	33,820 75
		Warrant Total:	**75,187.23**

Warrant #: VW 00347265 **Payee Name: BURGHLI HOMES PROMENADE HOMES JV**

11623100	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-4,427 43
11623100	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	44,274 32
1196666	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-4,390 60
1196666	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	43,906 01
1217733	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-3,439.26
1217733	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	34,392 59
1229433	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-3,146 57

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Invoice Number	Account Info		Amount
1229433	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	31,465 67
12321100	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-4,138 73
12321100	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	41,387 34
1232633	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-3,878 83
1232633	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	38,788 31
1234033	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-3,295 60
1234033	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	32,955 97
12590100	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-4,676 48
12590100	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	46,764 83
1275733	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-3,754 96
1275733	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	37,549 59
		Warrant Total:	**316,336.17**

Warrant #: VW 00347298 **Payee Name: DSW HOMES LLC**

112324	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-4,267 97
112324	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	24,679 67
112324	2914152514 - 5519010	Ownr-Occupied Elevation - Contractor - Construction	18,000 00
112424	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-4,231 36
112424	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	27,813 61
112424	2914152514 - 5519010	Ownr-Occupied Elevation - Contractor - Construction	14,500 00
112614	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-5,397 14
112614	2914152511 - 5519010	Ownr-Occupied Rehab - Contractor - Construction	53,971 39
211199	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-5,468 07
211199	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	54,680 67
212447	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-3,451 00
212447	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	34,510 00
212459	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-3,674 50
212459	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	36,745 00
		Warrant Total:	**238,410.30**

Warrant #: VW 00347360 **Payee Name: J.C. CANTERA HOMES INC**

3	2914152511 - 5519010	Ownr-Occupied Rehab - Contractor - Construction	6,519 60
		Warrant Total:	**6,519.60**

Warrant #: VW 00347361 **Payee Name: JAHN-GALVESTON INSURANCE AGENCY INC**

22249 090211	2914152512 - 5519020	Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	998 00
22390 090611	2914152511 - 5519020	Ownr-Occupied Rehab - Vendor - 1st Yr Ins Cst	1,910 00
22420 090211	2914152512 - 5519020	Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	1,063 00
22427 090611	2914152512 - 5519020	Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	1,122 00
22433 090611	2914152512 - 5519020	Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	1,068 00
22441 090211	2914152512 - 5519020	Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	1,490 00
22445 090711	2914152512 - 5519020	Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	1,100 01
2392 090611	2914152512 - 5519020	Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	1,435 00
		Warrant Total:	**10,186.01**

Warrant #: VW 00347467 **Payee Name: SULLIVAN LAND SERVICES LTD**

2011477	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-3,358 63
2011477	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	33,586 30
2011495	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-6,805 15
2011495	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	68,051 45
2011496	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-3,659 54
2011496	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	36,595 45
2011503	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-6,400 24

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Invoice Number	Account Info		Amount
2011503	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	64,002 35
2011504	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-3,628 42
2011504	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	36,284 20
2011505	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-6,960 25
2011505	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	69,602 45
2011506	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-8,152 01
2011506	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	67,495 11
2011506	2914152514 - 5519010	Ownr-Occupied Elevation - Contractor - Construction	14,025 00
2011510	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-6,581 08
2011510	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	65,810 75
2011513	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-6,645 68
2011513	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	66,456 82
2011515	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-8,035 39
2011515	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	80,353 85
2011516	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-9,169 85
2011516	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	77,673 47
2011516	2914152514 - 5519010	Ownr-Occupied Elevation - Contractor - Construction	14,025 00
2011517	2914000000 - 2070001	CDBG Housing Program - Contract Payable Retainage	-8,552.40
2011517	2914152512 - 5519010	Ownr-Occupied Reconstruction - Contractor - Construction	69,050 43
2011517	2914152514 - 5519010	Ownr-Occupied Elevation - Contractor - Construction	16,473 60
		Warrant Total:	**701,537.59**
		FUND 2914 TOTAL:	**1,698,325.03**

FUND: 2915 CDBG Infrastructure Program

Warrant #: VW 00000268 **Payee Name: GALVESTON NEWSPAPERS INC**

00275700	2915299722 - 5493100	CDBG Non-Housing Administratio - Advertising	663 24
00275702	2915299722 - 5493100	CDBG Non-Housing Administratio - Advertising	660 80
		Warrant Total.	**1,324.04**

Warrant #: VW 00347368 **Payee Name: KLOTZ ASSOC INC**

811121	2915291016 - 5481000	County Wide Drainage - Contract Service	197,094 54
		Warrant Total:	**197,094.54**
		FUND 2915 TOTAL:	**198,418.58**

FUND: 2994 Disaster Recovery - Ike

Warrant #: VW 00347274 **Payee Name: CHARLES D GOODEN ONSULTING ENGINEERS,**

20121405	2994299354 - 5481000	Engineering for Bolivar - Contract Service	2,821 00
		Warrant Total:	**2,821.00**

Warrant #: VW 00347303 **Payee Name: DURWOOD GREENE CONSTRUCTION CO**

3 072211	2994000000 - 2070001	Disaster Recovery - Ike - Contract Payable Retainage	50,371 61
3 RTNG 072311	2994000000 - 2070001	Disaster Recovery - Ike - Contract Payable Retainage	50,493 19
		Warrant Total:	**100,864.80**
		FUND 2994 TOTAL:	**103,685.80**

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Invoice Number	Account Info		Amount
FUND: 3120	**Limited Tax Cnty Bldg Bds Sr09**		
Warrant #: VW 00347235		**Payee Name: ARDENT CONSTRUCTION LLC**	
7 083111	3120000000 - 2070001	Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retaina	-1,200 00
7 083111	3120179135 - 5722000	Mid-County Annex - Construction Bldg Capital Outl	24,000 00
		Warrant Total:	**22,800.00**
Warrant #: VW 00347289		**Payee Name: CRESCENT ENGINEERING COMPANY INC**	
10 082011	3120000000 - 2070001	Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retaina	-8,403 85
10 082011	3120179135 - 5722000	Mid-County Annex - Construction Bldg Capital Outl	168,077 06
		Warrant Total:	**159,673.21**
Warrant #: VW 00347327		**Payee Name: GOLDEN WEST ENTERPRISES INC**	
3 083111	3120000000 - 2070001	Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retaina	-5,995 44
3 083111	3120179135 - 5722000	Mid-County Annex - Construction Bldg Capital Outl	119,908 88
		Warrant Total:	**113,913.44**
Warrant #: VW 00347337		**Payee Name: GURRY MECHANICAL L.P.**	
9 083111	3120000000 - 2070001	Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retaina	-958 00
9 083111	3120179135 - 5722000	Mid-County Annex - Construction Bldg Capital Outl	19,160 00
		Warrant Total:	**18,202.00**
Warrant #: VW 00347353		**Payee Name: HUGH PATRICK CONSTRUCTORS**	
14 083111	3120179135 - 5722000	Mid-County Annex - Construction Bldg Capital Outl	98,531 97
		Warrant Total:	**98,531.97**
Warrant #: VW 00347359		**Payee Name: J W KELSO COMPANY INC**	
205002E	3120000000 - 2070001	Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retaina	-950 00
205002E	3120179135 - 5722000	Mid-County Annex - Construction Bldg Capital Outl	19,000 00
205004C 083111	3120000000 - 2070001	Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retaina	-632 50
205004C 083111	3120179135 - 5722000	Mid-County Annex - Construction Bldg Capital Outl	12,650 00
205007D	3120000000 - 2070001	Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retaina	-19,423 91
205007D	3120179135 - 5722000	Mid-County Annex - Construction Bldg Capital Outl	388,478 17
		Warrant Total:	**399,121.76**
Warrant #: VW 00347362		**Payee Name: JOE AGUIRRE TILE INC**	
4 083111	3120000000 - 2070001	Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retaina	-475 68
4 083111	3120179135 - 5722000	Mid-County Annex - Construction Bldg Capital Outl	9,513 55
		Warrant Total:	**9,037 87**
Warrant #: VW 00347399		**Payee Name: MILAM AND COMPANY PAINTING INC**	
4 082311	3120000000 - 2070001	Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retaina	-6,727 55
4 082311	3120179135 - 5722000	Mid-County Annex - Construction Bldg Capital Outl	134,551 00
		Warrant Total:	**127,823.45**
Warrant #: VW 00347400		**Payee Name: MITCHELL CHUOKE PLUMBING CO**	
7 083111	3120000000 - 2070001	Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retaina	-1,800 00
7 083111	3120179135 - 5722000	Mid-County Annex - Construction Bldg Capital Outl	36,000 00
		Warrant Total:	**34,200.00**
Warrant #: VW 00347408		**Payee Name: NETWORK CABLING SERVICES INC**	
1 083111	3120000000 - 2070001	Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retaina	-7,982 55

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 09/13/2011

Invoice Number	Account Info		Amount
1 083111	3120179135 - 5740002	Mid-County Annex - Special Equipment	159,651 00
		Warrant Total:	**151,668.45**
Warrant #: VW 00347477		**Payee Name: TREADWELL ELECTRIC CONTRACTORS INC**	
29347	3120179331 - 5722903	Animal Resource Center - Owners Contingency	700 00
		Warrant Total:	**700.00**
Warrant #: VW 00347483		**Payee Name: URBAN CONCRETE CONTRACTORS LTD**	
6 073011	3120000000 - 2070001	Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retaina	-1,306 76
6 073011	3120179135 - 5722000	Mid-County Annex - Construction Bldg Capital Outl	26,135 21
		Warrant Total:	**24,828.45**
Warrant #: VW 00347484		**Payee Name: VEAZEY ENTERPRISES INC**	
8 082511	3120000000 - 2070001	Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retaina	-334 50
8 082511	3120179135 - 5722000	Mid-County Annex - Construction Bldg Capital Outl	6,690 00
		Warrant Total:	**6,355.50**
		FUND 3120 TOTAL:	**1,166,856.10**

FUND: 3310 Pass Thru Toll Rv Lt Tx BdSr07

Warrant #: VW 00347478		**Payee Name: TRIPLE B SERVICES LLP**	
16 090211	3310315162 - 5731015	Pass Thru Toll Rv LtTxBdSr07 - 646 Pass Thru Toll Rd Proj	422,473.35
		Warrant Total:	**422,473.35**
		FUND 3310 TOTAL:	**422,473.35**

FUND: 3312 Unltd Tax Road Bonds Sr 2009

Warrant #: VW 00000268		**Payee Name: GALVESTON NEWSPAPERS INC**	
00275299	3312312111 - 5731162	Non-County Roads - City Streets - Kemah	325 32
00275300	3312312111 - 5731162	Non-County Roads - City Streets - Kemah	320 32
		Warrant Total:	**645.64**
Warrant #: VW 00347225		**Payee Name: AAA ASPHALT PAVING INC**	
5 070111	3312000000 - 2070001	Unltd Tax Road Bonds Sr 2009 - Contract Payable Retainage	-6,036 70
5 070111	3312312112 - 5731140	County Road - Caroline	120,734 08
		Warrant Total:	**114,697.38**
Warrant #: VW 00347263		**Payee Name: BROWN & GAY ENGINEERS, INC.**	
811226	3312312111 - 5731173	Non-County Roads - 6th Street	3,765 39
		Warrant Total:	**3,765.39**
Warrant #: VW 00347339		**Payee Name: HALFF ASSOCIATES**	
H154999	3312312111 - 5731171	Non-County Roads - Palmer Hwy	8,092 35
H155000	3312312111 - 5731132	Non-County Roads - Stewart Rd-75th to Cove View	41,136 30
		Warrant Total:	**49,228.65**
Warrant #: VW 00347368		**Payee Name: KLOTZ ASSOC INC**	
811045	3312312111 - 5731128	Non-County Roads - Melody Lane	13,096 30

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 09/13/2011

Invoice Number	Account Info		Amount
		Warrant Total:	**13,096.30**
Warrant #: VW 00347387	**Payee Name: LJA ENGINEERING & SURVEYING INC**		
20113468	3312312111 - 5731124	Non-County Roads - Dolphin Drive	2,458 55
		Warrant Total:	**2,458.55**
Warrant #: VW 00347435	**Payee Name: R W LUCAS CONSTRUCTION LLC**		
1 083111 HUGHES	3312000000 - 2070001	Unltd Tax Road Bonds Sr 2009 - Contract Payable Retainage	-330 77
1 083111 HUGHES	3312312111 - 5731127	Non-County Roads - Hughes Road	6,615 36
1 083111 TC	3312000000 - 2070001	Unltd Tax Road Bonds Sr 2009 - Contract Payable Retainage	-10,705 77
1 083111 TC	3312312111 - 5731173	Non-County Roads - 6th Street	214,115 30
4 083111 LAW	3312000000 - 2070001	Unltd Tax Road Bonds Sr 2009 - Contract Payable Retainage	-32,131 14
4 083111 LAW	3312312112 - 5731138	County Road - Lawrence Rd	642,622 84
		Warrant Total:	**820,185.82**
		FUND 3312 TOTAL:	**1,004,077.73**

FUND: 3315 Galv Causeway RR Bridge Proj

Warrant #: VW 00347254	**Payee Name: BNSF RAILWAY COMPANY**		
90041409	3315313200 - 5732024	Causeway Railroad Bridge Prj - BNSF Force Account - RR Br	263,082 24
90042587	3315313200 - 5732024	Causeway Railroad Bridge Prj - BNSF Force Account - RR Br	48,211 78
		Warrant Total:	**311,294.02**
		FUND 3315 TOTAL:	**311,294.02**

FUND: 4358 Pass Thru Toll Rv-Ltd TxBdSr07

Warrant #: VW 00347480	**Payee Name: U S BANK NATIONAL ASSOCIATION**		
2935242	4358810620 - 5850000	Pass Thru Toll Rv LtTxBdSr07 - Paying Agent Fees	400.00
		Warrant Total:	**400.00**
		FUND 4358 TOTAL:	**400.00**

FUND: 6123 Group,Wrks'Comp,Unemplmnt Ins

Warrant #: VW 00347355	**Payee Name: INTERFACE EAP INC**		
C027-M111	6123155021 - 5491704	Group Insurance - Employee Assistance Program	3,722 45
C027-M211	6123155021 - 5491704	Group Insurance - Employee Assistance Program	3,724 30
		Warrant Total:	**7,446.75**
		FUND 6123 TOTAL:	**7,446.75**

FUND: 7605 Escrow Fund

Warrant #: VW 00347310	**Payee Name: FARIS, BASAM**		
95942	7605000000 - 2473030	Escrow Fund - CO Crt Restit-Due to Victims	20 00
		Warrant Total:	**20.00**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 09/13/2011

Invoice Number	Account Info		Amount
Warrant #: VW 00347342	**Payee Name: HEB**		
95891	7605000000 - 2473030	Escrow Fund - CO Crt Restit-Due to Victims	500 00
		Warrant Total:	**500 00**
Warrant #: VW 00347465	**Payee Name: STUCKER, WILLIAM**		
175888 090811	7605000000 - 2473030	Escrow Fund - CO Crt Restit-Due to Victims	10 00
		Warrant Total:	**10.00**
Warrant #: VW 00347471	**Payee Name: TEXAS DEPARTMENT OF PUBLIC SAFETY**		
CS#313877	7605000000 - 2473030	Escrow Fund - CO Crt Restit-Due to Victims	140 00
		Warrant Total:	**140.00**
		FUND 7605 TOTAL:	**670.00**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 09/13/2011

Summary of All Funds

Fund		Amount
1101	General Fund	366,435 24
2102	Co Clerk Rec Mgt & Pres Fund	619 90
2212	Mediation Services Prog Fund	900 00
2220	Adult Probation Fund	4,827 32
2230	Juvenile Justice Fund	26,230 75
2301	Road & Bridge Fund	121,922 38
2341	Road District #1	28,431 73
2370	Flood Control Fund	15,625 25
2410	Mosquito Control District Fund	302 77
2501	Child Welfare Fund	1,040 58
2601	Beach & Parks Fund	14,912 85
2824	Adult Probation Community	168 81
2841	Juvenile Probation-State Aid	1,944.00
2842	Community Corrections	928 55
2843	ICBP Regional Grant X	7,228 75
2893	HMGP - IKE	719,680 73
2894	EECBG - Program	706 00
2914	CDBG Housing Program	1,698,325 03
2915	CDBG Infrastructure Program	198,418 58
2994	Disaster Recovery - Ike	103,685 80
3120	Limited Tax Cnty Bldg Bds Sr09	1,166,856 10
3310	Pass Thru Toll Rv Lt Tx BdSr07	422,473 35
3312	Unltd Tax Road Bonds Sr 2009	1,004,077 73
3315	Galv Causeway RR Bridge Proj	311,294 02
4358	Pass Thru Toll Rv-Ltd TxBdSr07	400 00
6123	Group,Wrks'Comp,Unemplmnt Ins	7,446 75
7605	Escrow Fund	670 00
	Grand Total:	**6,225,552.97**

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 09/13/2011

Approved Order to pay by Commissioners Court this day September 13, 2011.

Cliff Billingsley, County Auditor

Mark A. Henry, Galveston County Judge

Patrick Doyle, Galveston County Commissioner, Pct 1

Kevin D. O'Brien, Galveston County Commissioner, Pct 2

Stephen D. Holmes, Galveston County Commissioner, Pct 3

ATTEST:

Dwight D. Sullivan, County Clerk

Kenneth Clark, Galveston County Commissioner, Pct 4

Vendor ID	Vendor Name	Bank ID	Bank Account Number	Account Type	Deposit Amount	Tape Rec No	TRNS Type
404603	BAKER, STEPHEN W	313083992	0660956990	CHECKING	978 50		
161059	BOB PAGAN FORD INC	113100091	0385153	CHECKING	2,396 42		
071118	GALVESTON NEWSPAPERS INC	113100091	3010004038	CHECKING	5,738 69		
403006	KEYWORTHS HARDWARE INC	113024915	3750993754	CHECKING	276 56		
705097	LONE STAR UNIFORMS INC	113005549	111008331	CHECKING	1 110 70		
			TOTAL AMOUNT		10 500 87		
			TOTAL AMOUNT 2nd		0 00		
			NUMBER OF ENTRIES		5		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00347224	713739	A RANDALL CAMACHO PLLC	09/13/11	24 00	MW	OH	B7	
AP00347225	704323	AAA ASPHALT PAVING INC	09/13/11	114,697 38	MW	OH		
AP00347226	702471	ABL MANAGEMENT INC	09/13/11	19,592 86	MW	OH		
AP00347227	700616	ACT PIPE AND SUPPLY	09/13/11	1,920 00	MW	OH		
AP00347228	712189	ALAMO TITLE COMPANY	09/13/11	132 00	MW	OH		
AP00347229	706649	ALERE TOXICOLOGY SERVICES INC	09/13/11	24 00	MW	OH		
AP00347230	017939	ALEX AIR CONDITIONING INC	09/13/11	1,695 00	MW	OH		
AP00347231	709883	ALSTON LAW FIRM PLLC, THE	09/13/11	3,098 26	MW	OH	B7	
AP00347232	709623	AMBIT ENERGY LP	09/13/11	519 16	MW	OH		
AP00347233	711832	AMERICAN HOME BUILDERS INC	09/13/11	350,148 13	MW	OH		
AP00347234	713740	AMERICAN TITLE COMPANY	09/13/11	48 00	MW	OH		
AP00347235	710983	ARDENT CONSTRUCTION LLC	09/13/11	22,800 00	MW	OH		
AP00347236	700162	ARLAN'S MARKETS	09/13/11	89 38	MW	OH		
AP00347237	704991	ARROWHEAD SCIENTIFIC INC	09/13/11	54 34	MW	OH		
AP00347238	709784	AT&T MOBILITY	09/13/11	34 00	MW	OH		
AP00347239	709331	B & B ICE INC	09/13/11	50 00	MW	OH		
AP00347240	021030	BACLIFF BUILDERS SUPPLY INC	09/13/11	38 76	MW	OH		
AP00347241	713649	BARNETT, JOHN FRITZ	09/13/11	6 00	MW	OH		
AP00347242	021774	BAY ELECTRIC SUPPLY INC	09/13/11	34 00	MW	OH		
AP00347243	021204	BAYSHORE SURVEYING INSTRUMENT	09/13/11	175 00	MW	OH		
AP00347244	713726	BAYWIND VISTA	09/13/11	100 00	MW	OH	RE	
AP00347245	713725	BEACON PLACE - WOMAN INC	09/13/11	100 00	MW	OH	RE	
AP00347246	712019	BELL, PAULA	09/13/11	124 95	MW	OH		
AP00347247	708924	BELLOWS APTS	09/13/11	200 00	MW	OH	RE	
AP00347248	713660	BEN TURNER JR & ASSOCIATES P	09/13/11	12 00	MW	OH		
AP00347249	700686	BFI WASTE SERVICES OF TEXAS L	09/13/11	431 11	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00347250	711795	BGB INTERESTS LP	09/13/11	75 187 23	MW	OH		
AP00347251	713652	BLALACK, MIKE	09/13/11	10 00	MW	OH		
AP00347252	705535	BLEYL, AMY RUTH WILSON	09/13/11	2 611 95	MW	OH	B7	
AP00347253	700014	BLOW ADRIENNE M	09/13/11	280 28	MW	OH		
AP00347254	712358	BNSF RAILWAY COMPANY	09/13/11	311 294 02	MW	OH		
AP00347255	708995	BOLIVAR PENINSULA SPECIAL UTI	09/13/11	977 94	MW	OH		
AP00347256	708352	BONDED MAINTENANCE COMPANY	09/13/11	46,363 81	MW	OH		
AP00347257	713701	BONNETTE, RANDALL J JR	09/13/11	44,530 50	MW	OH		
AP00347258	401759	BOSWORTH PAPERS INC	09/13/11	238 47	MW	OH		
AP00347259	712520	BOUNCE ENERGY INC	09/13/11	100 00	MW	OH		
AP00347260	709468	BREAKERS THE	09/13/11	200 00	MW	OH	RE	
AP00347261	702559	BRIGGS, LYNETTE	09/13/11	2,544 75	MW	OH	B7	
AP00347262	024240	BROOKSIDE EQUIP SALES INC	09/13/11	760 29	MW	OH		
AP00347263	711498	BROWN & GAY ENGINEERS, INC	09/13/11	3 765 39	MW	OH		
AP00347264	709370	BROWN, ADAM BANKS	09/13/11	357 50	MW	OH	B7	
AP00347265	712308	BURGHLI HOMES PROMENADE HOMES	09/13/11	316,336 17	MW	OH		
AP00347266	701074	BUYATHREAD	09/13/11	250 00	MW	OH		
AP00347267	701322	C JOHNNY ON THE SPOT INC	09/13/11	2,930 00	MW	OH		
AP00347268	712865	CAIN, JOSEPH THOMAS	09/13/11	5 00	MW	OH		
AP00347269	700291	CALDER SQUARE I APARTMENTS	09/13/11	100 00	MW	OH	RE	
AP00347270	031559	CALICO WELDING SUPPLY CO	09/13/11	156 00	MW	OH		
AP00347271	407782	CENTERPOINT ENERGY	09/13/11	730 21	MW	OH		
AP00347272	407782	CENTERPOINT ENERGY	09/13/11	30 21	MW	OH		
AP00347273	708965	CENTURY ASPHALT LTD	09/13/11	35 034 33	MW	OH		
AP00347274	712405	CHARLES D GOODEN ONSULTING EN	09/13/11	2,821 00	MW	OH		
AP00347275	700387	CITY OF FRIENDSWOOD	09/13/11	136 89	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00347276	033985	CITY OF GALVESTON	09/13/11	44 00	MW	OH		
AP00347277	033027	CITY OF HITCHCOCK	09/13/11	50 45	MW	OH		
AP00347278	033209	CITY OF LA MARQUE	09/13/11	227 93	MW	OH		
AP00347279	403085	CITY OF TEXAS CITY	09/13/11	1,231 40	MW	OH		
AP00347280	033290	CLARK, DIANE	09/13/11	260 00	MW	OH	B7	
AP00347281	713744	COGDELL, DAN	09/13/11	39 00	MW	OH		
AP00347282	713372	COMMONWEALTH TITLE OF HOUSTON	09/13/11	108 00	MW	OH		
AP00347283	713070	COMPASS BANK SBA LENDING	09/13/11	10 00	MW	OH		
AP00347284	713738	CONNOLLY & SHIREMAN LLP	09/13/11	12 00	MW	OH		
AP00347285	400896	COOK, DAVID	09/13/11	932 55	MW	OH	B7	
AP00347286	705688	COPPOLA, FRANCESCO	09/13/11	297 34	MW	OH		
AP00347287	410293	CORRECTIONS SOFTWARE CORPORAT	09/13/11	4 378 00	MW	OH		
AP00347288	712997	CREATIVE & CAASCO SIGNS INC	09/13/11	190 00	MW	OH		
AP00347289	709896	CRESCENT ENGINEERING COMPANY	09/13/11	160,544 51	MW	OH		
AP00347290	701394	DARLING INTERNATIONAL INC	09/13/11	35 00	MW	OH		
AP00347291	712697	DAUGHTRY & JORDAN PC	09/13/11	10 00	MW	OH		
AP00347292	711270	DAUGHTRY & JORDAN	09/13/11	10 00	MW	OH		
AP00347293	710451	DESIGNS OF TEXAS	09/13/11	927 38	MW	OH		
AP00347294	706153	DIAZ, MARK A	09/13/11	1 105 00	MW	OH	B7	
AP00347295	713268	DICKEY, TAMYRA	09/13/11	77 15	MW	OH		
AP00347296	710000	DICKEY, WILLIAM SHANE	09/13/11	27 03	MW	OH		
AP00347297	704331	DIRECT ENERGY LP	09/13/11	482 93	MW	OH		
AP00347298	711931	DSW HOMES LLC	09/13/11	238,410 30	MW	OH		
AP00347299	045286	DUCOTE, JAMES	09/13/11	406 25	MW	OH	B7	
AP00347300	712144	DUNAWAY LORI MA LPC-S LMFT	09/13/11	1 920 00	MW	OH		
AP00347301	713653	DUNBAR, PHELPS LLP	09/13/11	10 00	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00347302	712656	DUNNAHOO, CHRISTOPHER	09/13/11	241 98	MW	OH		
AP00347303	044255	DURWOOD GREENE CONSTRUCTION C	09/13/11	113,459 31	MW	OH		
AP00347304	703381	DUSHANE, BRENDA	09/13/11	4 341 80	MW	OH	B7	
AP00347305	405028	ENTERGY	09/13/11	234 49	MW	OH		
AP00347306	405028	ENTERGY	09/13/11	3,936 27	MW	OH		
AP00347307	707748	EPSILON SIGMA PHI	09/13/11	65 00	MW	OH		
AP00347308	707748	EPSILON SIGMA PHI	09/13/11	260 00	MW	OH		
AP00347309	061234	FAMILY SERVICE CENTER OF GALV	09/13/11	21,916 00	MW	OH		
AP00347310	711783	FARIS, BASAM	09/13/11	20 00	MW	OH		
AP00347311	712944	FBI - LEEDA	09/13/11	43 56	MW	OH		
AP00347312	062067	FEDEX CORP	09/13/11	52 74	MW	OH		
AP00347313	711019	FINEGAN, SAMUEI K	09/13/11	422 50	MW	OH	B7	
AP00347314	703810	FIRST CHOICE POWER	09/13/11	579 64	MW	OH		
AP00347315	713648	FORECLOSURE NETWORK OF TEXAS	09/13/11	160 00	MW	OH		
AP00347316	711872	FRANK, JOSEPH	09/13/11	152 07	MW	OH		
AP00347317	704440	FULK, GEORGE BYRON	09/13/11	2,713 75	MW	OH	B7	
AP00347318	713449	GALLARDO, DIANA	09/13/11	27 90	MW	OH		
AP00347319	071035	GALVESTON COUNTY BLUEPRINT CO	09/13/11	712 32	MW	OH		
AP00347320	700476	GALVESTON COUNTY EMERGENCY CO	09/13/11	711 63	MW	OH		
AP00347321	406195	GALVESTON COUNTY SHERIFF'S DE	09/13/11	8 74	MW	OH		
AP00347322	071175	GALVESTON COUNTY WCID #1	09/13/11	308 24	MW	OH		
AP00347323	071175	GALVESTON COUNTY WCID #1	09/13/11	96 10	MW	OH		
AP00347324	709796	GAVION, BRIAN	09/13/11	78 26	MW	OH		
AP00347325	705936	GEXA CORP	09/13/11	177 82	MW	OH		
AP00347326	707218	GLOBAL GOV EDUCATION SOLUTION	09/13/11	6,446 94	MW	OH		
AP00347327	705506	GOLDEN WEST ENTERPRISES INC	09/13/11	113,913 44	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00347328	709134	GRAHAM, CARMEN A	09/13/11	260 00	MW	OH	B7	
AP00347329	712391	GREEN CAYE VILLAGE LLC	09/13/11	200 00	MW	OH	RE	
AP00347330	704287	GREEN MOUNTAIN ENERGY CO	09/13/11	200 00	MW	OH		
AP00347331	704287	GREEN MOUNTAIN ENERGY CO	09/13/11	86 10	MW	OH		
AP00347332	711411	GUCWA, CHRISTINA MARIE	09/13/11	1,410 50	MW	OH	B7	
AP00347333	400782	GULF COAST CENTER	09/13/11	7,228 75	MW	OH		
AP00347334	701592	GULF COAST CENTURY	09/13/11	2,160 00	MW	OH		
AP00347335	702598	GULF COAST EMERGENCY PRODUCTS	09/13/11	565 00	MW	OH		
AP00347336	401104	GULFSIDE OVERHEAD DOOR COMPAN	09/13/11	1,355 00	MW	OH		
AP00347337	712770	GURRY MECHANICAL L P	09/13/11	18,202 00	MW	OH		
AP00347338	709059	GUSTAFSON, TERRI	09/13/11	105 87	MW	OH		
AP00347339	700466	HALFF ASSOCIATES	09/13/11	49 228 65	MW	OH		
AP00347340	702311	HAMON BAY AREA	09/13/11	12 83	MW	OH		
AP00347341	704149	HARDY, COREY L	09/13/11	23 00	MW	OH		
AP00347342	709004	HEB	09/13/11	500 00	MW	OH		
AP00347343	712993	HENRY, MARK	09/13/11	413 00	MW	OH		
AP00347344	406612	HERNANDEZ, CARLOS	09/13/11	206 46	MW	OH		
AP00347345	403480	HERRING JR, MATTHEW	09/13/11	156 51	MW	OH		
AP00347346	713255	HESSE, DAVID C	09/13/11	65 00	MW	OH	B7	
AP00347347	710193	HI-WAY EQUIPMENT COMPANY LLC	09/13/11	556 20	MW	OH		
AP00347348	713748	HIERHOLZER W R	09/13/11	55 00	MW	OH		
AP00347349	709151	HOB-LOB LTD	09/13/11	68 06	MW	OH		
AP00347350	710709	HOGAN, DWANETTE	09/13/11	493 40	MW	OH		
AP00347351	409105	HOME DEPOT	09/13/11	59 93	MW	OH		
AP00347352	707995	HOMETOWN BANK	09/13/11	5 00	MW	OH		
AP00347353	705379	HUGH PATRICK CONSTRUCTORS	09/13/11	98 531 97	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00347354	701244	IESI TX CORP ENVIRO TEX	09/13/11	98 95	MW	OH		
AP00347355	400917	INTERFACE EAP INC	09/13/11	7 446 75	MW	OH		
AP00347356	410568	IRON MOUNTAIN	09/13/11	435 38	MW	OH		
AP00347357	711580	ISI CONTROLS LTD	09/13/11	14 175 00	MW	OH		
AP00347358	011031	ISLAND PIPE & SAFETY EQUIPMEN	09/13/11	942 00	MW	OH		
AP00347359	701901	J W KELSO COMPANY INC	09/13/11	399,121 76	MW	OH		
AP00347360	711917	J C CANTERA HOMES INC	09/13/11	6,519 60	MW	OH		
AP00347361	409049	JAHN GALVESTON INSURANCE AGEN	09/13/11	10,186 01	MW	OH		
AP00347362	400471	JOE AGUIRRE TILE INC	09/13/11	9,037 87	MW	OH		
AP00347363	711126	JONES, VIRGINIA C	09/13/11	114 16	MW	OH		
AP00347364	400520	JOSEPH, JUNE	09/13/11	195 92	MW	OH		
AP00347365	708663	JRL SERVICES LLC	09/13/11	8,200 00	MW	OH		
AP00347366	713741	KAHANEK, JOHN III	09/13/11	12 00	MW	OH		
AP00347367	402386	KLEEN JANITORIAL SUPPLY COMPA	09/13/11	1 559 60	MW	OH		
AP00347368	113100	KLOTZ ASSOC INC	09/13/11	210,190 84	MW	OH		
AP00347369	701428	KLYNG, KERRY	09/13/11	168 81	MW	OH		
AP00347370	713746	KOENIG, RODNEY C	09/13/11	25 00	MW	OH		
AP00347371	114041	KROGER CO THE	09/13/11	100 00	MW	OH		
AP00347372	706952	KUTSCHKE, MELINDA	09/13/11	473 75	MW	OH	B7	
AP00347373	710898	LAND & SEA LLC	09/13/11	28 431 73	MW	OH		
AP00347374	713745	LANG, JOHNETTA	09/13/11	5 00	MW	OH		
AP00347375	121053	LANSDOWNE MOODY CO LP	09/13/11	613 04	MW	OH		
AP00347376	711705	LARSON, FAITH	09/13/11	356 87	MW	OH		
AP00347377	708879	LAW OFFICES OF SUSAN M EDMONS	09/13/11	5,801 25	MW	OH	B7	
AP00347378	706067	LCR-M LIMITED PARTNERSHIP	09/13/11	800 03	MW	OH		
AP00347379	707278	LEHIGH SAFETY SHOE CO LLC	09/13/11	858 25	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00347380	713640	LENTZ ENGINEERING L C	09/13/11	2,250 00	MW	OH		
AP00347381	710524	LEWIS, SIRDON	09/13/11	437 90	MW	OH		
AP00347382	122275	LEWIS, VICKI	09/13/11	600 00	MW	OH		
AP00347383	123026	LIGGIOS TIRE AND SERVICE CENT	09/13/11	753 77	MW	OH		
AP00347384	707090	LINEBARGER GOGGAN BLAIR & SAM	09/13/11	2 004 46	MW	OH		
AP00347385	707090	LINEBARGER GOGGAN BLAIR & SAM	09/13/11	394 65	MW	OH		
AP00347386	707090	LINEBARGER GOGGAN BLAIR & SAM	09/13/11	6,144 35	MW	OH		
AP00347387	703141	LJA ENGINEERING & SURVEYING I	09/13/11	2,458 55	MW	OH		
AP00347388	700695	LONGCOY, TINA	09/13/11	360 33	MW	OH		
AP00347389	713742	LSI TITLE AGENCY, INC	09/13/11	106 00	MW	OH		
AP00347390	709917	MAINLAND DEFENSIVE DRIVING	09/13/11	420 00	MW	OH		
AP00347391	406588	MANGLE, CHRISTINE L	09/13/11	1,891 50	MW	OH	B7	
AP00347392	710378	MARTIN RESOURCE MANAGEMENT CO	09/13/11	2,996 00	MW	OH		
AP00347393	705312	MARTY'S CITY AUTO INC	09/13/11	243 20	MW	OH		
AP00347394	407317	MATHESON TRI-GAS INC	09/13/11	655 55	MW	OH		
AP00347395	705185	MAUZY, BRUCE	09/13/11	91 00	MW	OH	B7	
AP00347396	406580	MCKENZIE COMPRESSED AIR SOLUT	09/13/11	227 00	MW	OH		
AP00347397	131029	MCREE FORD INC	09/13/11	290 01	MW	OH		
AP00347398	701600	MICRO AIR OF TEXAS INC	09/13/11	706 00	MW	OH		
AP00347399	705575	MILAM AND COMPANY PAINTING IN	09/13/11	127,823 45	MW	OH		
AP00347400	032250	MITCHELL CHUOKE PLUMBING CO	09/13/11	34 200 00	MW	OH		
AP00347401	403117	MONTEZ MIKE	09/13/11	84 80	MW	OH		
AP00347402	709999	MONTGOMERY DANNY	09/13/11	23 00	MW	OH		
AP00347403	401421	MOODY NATIONAL BANK	09/13/11	980 22	MW	OH		
AP00347404	706214	MORGAN, LE'NARD D	09/13/11	162 06	MW	OH		
AP00347405	193151	MUNICIPAL SIGNS INC	09/13/11	376 80	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00347406	VOID CONTINU	Void - Continued Stub	09/13/11	0 00	VM	OH		Void
AP00347407	710385	MUNRO'S UNIFORM SERVICES LTD	09/13/11	1,659 52	MW	OH		
AP00347408	705360	NETWORK CABLING SERVICES INC	09/13/11	151 668 45	MW	OH		
AP00347409	144261	NORRIS, BRENT T	09/13/11	113 22	MW	OH		
AP00347410	402390	NORTHERN PINES APTS	09/13/11	200 00	MW	OH	RE	
AP00347411	713658	NOWAK, VINCENT E	09/13/11	5 00	MW	OH		
AP00347412	410084	NULL LAIRSON PC	09/13/11	3,400 00	MW	OH		
AP00347413	VOID CONTINU	Void Continued Stub	09/13/11	0 00	VM	OH		Void
AP00347414	VOID CONTINU	Void - Continued Stub	09/13/11	0 00	VM	OH		Void
AP00347415	VOID CONTINU	Void - Continued Stub	09/13/11	0 00	VM	OH		Void
AP00347416	700225	OFFICIAL PAYMENTS CORP	09/13/11	19,699 57	MW	OH		
AP00347417	705252	ONEOK INC	09/13/11	4,363 29	MW	OH		
AP00347418	705252	ONEOK INC	09/13/11	18 99	MW	OH		
AP00347419	400105	OWEN ELECTRIC SUPPLY	09/13/11	728 99	MW	OH		
AP00347420	155036	OZARKA NATURAL SPRING WATER	09/13/11	40 92	MW	OH		
AP00347421	409712	PARISH, ERVIN R	09/13/11	194 25	MW	OH		
AP00347422	409788	PAT'S	09/13/11	3,900 00	MW	OH		
AP00347423	707161	PATHMARK TRAFFIC PRODUCTS OF	09/13/11	72 00	MW	OH		
AP00347424	705136	PENINSULA SANITATION SERVICE	09/13/11	1,350 00	MW	OH		
AP00347425	709286	PESTMASTER SERVICES INC	09/13/11	3,390 08	MW	OH		
AP00347426	709286	PESTMASTER SERVICES INC	09/13/11	50 40	MW	OH		
AP00347427	163014	PINE FOREST APARTMENTS	09/13/11	183 15	MW	OH	RE	
AP00347428	163014	PINE FOREST APARTMENTS	09/13/11	200 00	MW	OH	RE	
AP00347429	713724	PINEHILL PROPERTIES LLC	09/13/11	180 00	MW	OH	RE	
AP00347430	709184	PLASTIC TECHNICS INC	09/13/11	2,059 73	MW	OH		
AP00347431	713447	PRESCOTT TERESA	09/13/11	199 80	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00347432	713737	PROVIDENCE TITLE	09/13/11	8 00	MW	OH		
AP00347433	705753	QUINTANILLA DONNIE	09/13/11	731 25	MW	OH	B7	
AP00347434	055012	R B EVERETT & CO	09/13/11	865 17	MW	OH		
AP00347435	712886	R W LUCAS CONSTRUCTION LLC	09/13/11	820 185 82	MW	OH		
AP00347436	713727	RADCLIFFE KATHLEEN	09/13/11	200 00	MW	OH	RE	
AP00347437	706338	RESOURCE AND CRISIS CENTER OF	09/13/11	900 00	MW	OH		
AP00347438	713131	RIGDON SHANE	09/13/11	122 00	MW	OH		
AP00347439	704853	ROSS	09/13/11	940 58	MW	OH		
AP00347440	405145	SAM'S CLUB DIRECT	09/13/11	782 46	MW	OH		
AP00347441	191106	SAN LEON MUNICIPAL UTILITY DI	09/13/11	217 08	MW	OH		
AP00347442	400133	SANDERS EARNESTINE LYNCH	09/13/11	162 06	MW	OH		
AP00347443	191023	SANTA FE AUTO PARTS INC	09/13/11	3,303 72	MW	OH		
AP00347444	700001	SANTA FE SENIOR CITIZENS COUN	09/13/11	500 00	MW	OH		
AP00347445	710051	SARGENT, CRYSTAL	09/13/11	503 94	MW	OH		
AP00347446	701888	SCOTT, SHELBY	09/13/11	633 75	MW	OH	B7	
AP00347447	192146	SEASIDE ENTERPRISES INC	09/13/11	93 06	MW	OH		
AP00347448	134221	SHEARN MOODY PLAZA CORP	09/13/11	54 002 91	MW	OH		
AP00347449	703308	SHI GOVT SOLUTIONS	09/13/11	79,692 00	MW	OH		
AP00347450	192955	SHOOTERS CORNER THE	09/13/11	66 91	MW	OH		
AP00347451	711149	SIGN MAN INC	09/13/11	947 20	MW	OH		
AP00347452	704289	SOLUTIONS4SURE COM INC	09/13/11	1,578 40	MW	OH		
AP00347453	712436	SOUTH LAND TITLE LLC	09/13/11	671 250 23	MW	OH		
AP00347454	408831	SOUTHERN CRUSHED CONCRETE LLC	09/13/11	5,556 80	MW	OH		
AP00347455	711766	SOUTHWASTE DISPOSAL LLC	09/13/11	2 810 00	MW	OH		
AP00347456	713129	SOUTHWEST T & I INC	09/13/11	799 82	MW	OH		
AP00347457	713176	SPRINT WASTE SERVICES LP	09/13/11	435 01	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00347458	194159	STANDARD STEEL SUPPLY INC	09/13/11	71 28	MW	OH		
AP00347459	713055	STARTEX TITLE CO	09/13/11	10 00	MW	OH		
AP00347460	409104	STEVE'S WAREHOUSE TIRES	09/13/11	27 50	MW	OH		
AP00347461	093039	STEVEN-SHARON CORPORATION	09/13/11	234 59	MW	OH		
AP00347462	713743	STEWART TITLE COMPANY	09/13/11	18 00	MW	OH		
AP00347463	713697	STEWART VACATION OWNERSHIP TI	09/13/11	52 50	MW	OH		
AP00347464	432219	STEWART, DELLA L	09/13/11	182 60	MW	OH		
AP00347465	713663	STUCKER, WILLIAM	09/13/11	10 00	MW	OH		
AP00347466	713194	SUDERMAN, DON	09/13/11	2,000 00	MW	OH	RE	
AP00347467	711234	SULLIVAN LAND SERVICES LTD	09/13/11	701,537 59	MW	OH		
AP00347468	405722	SUN COAST RESOURCES INC	09/13/11	27,927 98	MW	OH		
AP00347469	VOID CONTINU	Void - Continued Stub	09/13/11	0 00	VM	OH		Void
AP00347470	195016	SUTHERLAND LUMBER SOUTHWEST I	09/13/11	1,321 78	MW	OH		
AP00347471	713403	TEXAS DEPARTMENT OF PUBLIC SA	09/13/11	140 00	MW	OH		
AP00347472	202325	TEXAS DISTRICT AND COUNTY ATT	09/13/11	3,299 00	MW	OH		
AP00347473	710920	TEXAS GULF COAST MEDICAL GROU	09/13/11	160 00	MW	OH		
AP00347474	708634	TEXAS POWER LP	09/13/11	134 48	MW	OH		
AP00347475	712967	TOLDEN, MONICA MONIQUE	09/13/11	58 50	MW	OH	B7	
AP00347476	710765	TRACKER A DIVISION OF C2 LLC	09/13/11	450 00	MW	OH		
AP00347477	705465	TREADWELL ELECTRIC CONTRACTOR	09/13/11	700 00	MW	OH		
AP00347478	711227	TRIPLE B SERVICES LLP	09/13/11	422,473 35	MW	OH		
AP00347479	703929	TXU ENERGY RETAIL COMPANY LP	09/13/11	1,039 13	MW	OH		
AP00347480	709330	U S BANK NATIONAL ASSOCIATION	09/13/11	400 00	MW	OH		
AP00347481	700848	U S DEPARTMENT OF JUSTICE	09/13/11	42 06	MW	OH		
AP00347482	710003	U S ENERGY SAVINGS CORP	09/13/11	600 00	MW	OH		
AP00347483	712314	URBAN CONCRETE CONTRACTORS LT	09/13/11	24 828 45	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
AP00347484	705576	VEAZEY ENTERPRISES INC	09/13/11	6,355 50	MW	OH		
AP00347485	709039	VICKERY, KAY	09/13/11	40 15	MW	OH		
AP00347486	708752	VOICE4NET COM	09/13/11	50 00	MW	OH		
AP00347487	400131	VULCAN CONSTRUCTION MATERIALS	09/13/11	48,540 32	MW	OH		
AP00347488	233494	W C S INDUSTRIES INC	09/13/11	900 00	MW	OH		
AP00347489	402963	WASTE MANAGEMENT INC	09/13/11	5,256 69	MW	OH		
AP00347490	711090	WEIMAR INDUSTRIES INC	09/13/11	700 00	MW	OH		
AP00347491	702702	WELDON WILLIAMS & LICK INC	09/13/11	1,574 39	MW	OH		
AP00347492	232033	WEST END CYCLE CO	09/13/11	150 00	MW	OH		
AP00347493	712638	WILSON, JOCELYN	09/13/11	775 34	MW	OH		
AP00347494	407564	WOMENS RESOURCE AND CRISIS T	09/13/11	600 00	MW	OH		

S U B T O T A L S

Total Void Machine Written	0 00	Number of Checks Processed	5
Total Void Hand Written	0 00	Number of Checks Processed	0
Total Machine Written	6215,052 10	Number of Checks Processed	266
Total Hand Written	0 00	Number of Checks Processed	0
Total Reversals	0 00	Number of Checks Processed	0
Total Cancelled	0 00	Number of Checks Processed	0
S U B T O T A L	6215,052 10		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
FT00000266	404603	BAKER, STEPHEN W	09/13/11	978 50	CX	OH	B7	
FT00000267	161059	BOB PAGAN FORD INC	09/13/11	2 396 42	CX	OH		
FT00000268	071118	GALVESTON NEWSPAPERS INC	09/13/11	5,738 69	CX	OH		
FT00000269	403006	KEYWORTHS HARDWARE INC	09/13/11	276 56	CX	OH		
FT00000270	705097	LONE STAR UNIFORMS INC	09/13/11	1,110 70	CX	OH		

S U B T O T A L S

Total Void Machine Written	0 00	Number of Checks Processed	0
Total Void Hand Written	0 00	Number of Checks Processed	0
Total Machine Written	0 00	Number of Checks Processed	0
Total Hand Written	0 00	Number of Checks Processed	0
Total Reversals	0 00	Number of Checks Processed	0
Total Cancelled	10,500 87	Number of Checks Processed	5
S U B T O T A L	10,500 87		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note

G R A N D T O T A L S

Total Void Machine Written	0 00	Number of Checks Processed	5
Total Void Hand Written	0 00	Number of Checks Processed	0
Total Machine Written	6215,052 10	Number of Checks Processed	266
Total Hand Written	0 00	Number of Checks Processed	0
Total Reversals	0 00	Number of Checks Processed	0
Total Cancelled	10,500 87	Number of Checks Processed	5
G R A N D T O T A L	6225,552 97		

AGENDA ITEM #1b

Chapman, Brandy

From: Friedsam, Sylvia
Sent: Friday, September 09, 2011 9 18 AM
To: Chapman, Brandy, Ross, Mae, Dover, Suzie, Grady, Patricia
Subject: Supplemental Payroll Biweekly #18

Ladies,

It was not necessary to issue a supplemental payroll for biweekly #18 Thank you, Sylvia

Sylvia Friedsam
Payroll Audit Manager
County Auditor's Office
Galveston County
722 Moody
Galveston Texas 77550
409-770-5311
409-765-3252 (fax)

AGENDA ITEM #2

THE COUNTY OF GALVESTON

RUFUS CROWDER, CPPB
PURCHASING AGENT

COUNTY COURTHOUSE
722 Moody (21st Street)
Fifth (5th) Floor
GALVESTON, TEXAS 77550
(409) 770-5371

GWEN MCLAREN, CPPB
ASST PURCHASING AGENT

September 7, 2011

Honorable County Judge
And Commissioners' Court
County Courthouse
Galveston, Texas

Re Disposal of Salvage or Surplus Property

Gentlemen,

It is requested that authorization be granted to dispose of the salvage and/or surplus property items represented as listed below This request is per the instructions outlined in the Texas Local Government Code, section 263.152, Disposition

These items will be placed on the GovDeals website within 30 days after authorization is granted

- 458 Texas Law books from District Clerk's office
- 50 Texas Law books from Justice Administration Law Library

Your consideration in this matter will be greatly appreciated

Respectfully submitted,

Rufus G Crowder, CPPB
Purchasing Agent
County of Galveston

Attachment

AGENDA ITEM #3

Galveston County
Legal Department

COUNTY COURTHOUSE
722 MOODY 5th FLOOR
GALVESTON, TEXAS 77550-2317

HARVEY BAZAMAN

Donald Glywasky
Barry C Willey
Myrna S Reingold

Galveston Line (409) 770-5562
Houston Line (281) 316-8300
Fax Line (409) 770-5560

RECEIVED
SEP 06 2011
GALVESTON COUNTY JUDGE

September 6, 2011

Hon. Mark Henry
Hon County Commissioners' Court
Galveston County Courthouse
Galveston, Texas 77550

Re County claim for recovery of property damages
Date of auto collision· 07/14/11
Amount of Damage $2,292 12

Gentlemen

I am pleased to inform you that we have made a complete recovery in connection with the above referenced claim.

The facts underlying our claim are that on or about the above referenced date a minor auto collision occurred with a Galveston County Sheriff's Department vehicle The county vehicle was parked when it was hit from behind This settlement amount represents a full recovery for property damages in the amount of $2,292 12 No other claims are pending in this matter

We received the settlement check and it was deposited in the appropriate account through the Treasurer's office

Should you have any questions, please call

Sincerely,

Barry C. Willey

Barry C Willey

BCW/mfa
Enclosures
11-069
cc: Sheriff Freddie Poor
Brandt Raeburn

AGENDA ITEM #4

Summary of Bi-Weekly Personnel Movements

Pay Period 18 August 18-31, 2011

	Positions	Current Appointments						Current Movements							Current Separations					
Department	Budgeted	FT	HT	PT	HR	Res	Total	Promo	Reclass	Reassign	Trans	Sal Adj	Demote	Total	Vol	Invol	Retire	Death	Other	Total
General Government	1 50						0							0						0
Facilities	19 0						0							0						0
Professional Services	6 0						0							0						0
Road District #1	5 0						0							0						0
County Judge	3 0						0							0						0
County Commissioners	8 0						0							0						0
Tax Office	51 0						0							0	2		1			3
County Auditor	33 0						0							0						0
County Clerk	43 0						0	1						1						0
County Clerk Records Mgmt	11 0						0							0						0
County Clerk Elections	6 0						0							0						0
Purchasing Agent	8 0						0							0						0
County Treasurer	7 0						0							0						0
Veterans Service	2 0						0							0						0
Human Resources	5 0						0							0			1			1
County Legal	6 0						0							0						0
Justice Administration	9 0						0							0						0
District Courts	19 0						0				1			1						0
County Courts	11 0						0							0						0
County Probate Court	6 0						0				1			1						0
Justice Courts	42 5	2					2							0	1					1
District Clerk	50 5						0							0						0
District Attorney/Jury & Trial	72 5						0							0						0
Pre-Trial Release	8 0						0							0						0
Sheriff	429 0						0	1		1				2	1					1
Constables	39 0						0							0						0
Social Services	14 0						0							0						0
Child Welfare	1 0						0							0						0
Senior Services	10 0						0							0						0
Emergency Management	7 0						0							0						0
Extension Services	9 0						0							0						0
County Engineer	7 0						0							0			1			1
Building Inspector	2 0						0							0						0
Community Services	4 0						0							0						0
Information Technology	51 0						0							0		1				1
County Parks	40 5						0							0						0
Beach Parks	1 5						0							0						0
Museum	2 0						0							0						0
Road & Bridge/Drainage/Beach	73 0						0							0	1					1
County Health District	11 0						0							0						0
Law Library	1 0						0							0						0
County Records Management	1 0						0							0						0
Juvenile Probation	68 0						0							0						0
Courthouse Security	4 0						0							0						0
Mosquito Control	13 0						0							0						0
Right of Way	1 0						0							0						0
Seawall Maintenance	6 0						0							0						0
Housing & Economic Dev	4 0						0							0						0
Grand Total	1232 0	2	0	0	0	0	2	2	0	1	2	0	0	5	5	1	3	0	0	9
Job Applications Received	66																			

Revised 03/11

AGENDA ITEM #5

Mark Henry

County Judge
County of Galveston

Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550

Freeman Mendell
Chief of Staff

Patricia Grady
Legal Liaison

Roxann Lewis
Executive Assistant

September 2 2011

Mr Nim Kidd Assistant Director for Emergency Management
Texas Division of Emergency Management
Post Office Box 4087
Austin Texas 78773-0220

RE: Extension request for Permanent Work Relating to Hurricane Ike for Galveston County.

Dear Mr Nim Kidd

I am writing to request your attention and assistance regarding an extension for Permanent Work projects due to our extenuating circumstances I ask that you take the steps necessary to extend the timeframe for completion of permanent work project worksheets in categories C through G

An extension to the Permanent work timeframe is necessary to support the continuing recovery of Galveston County Due to the magnitude of destruction to the infrastructure of Galveston County after the landfall of Hurricane Ike it has been extremely challenging to recover As you are aware we currently have over 900 PW's in EMMIE at a cost of approximately $150,000,000 In June of this year FEMA wrote the final debris project worksheet for Galveston County We continue to work with FEMA and the State on amending project worksheets for infrastructure projects and have made request for several alternate or improved projects As a county we are working on a daily basis to complete projects in a timely manner, and making our way towards a full recovery With these issues in mind I am requesting that an extension for permanent work timeframe be granted. for Galveston County

I have attached a list showing the large project worksheets that are in the system today for your review

Thank you for your consideration and continued support Should you have any questions please do not hesitate to contact my office and let me know

Sincerely,

Mark Henry

Mark Henry

cc Ben Patterson
Valerie Ehrhardt

409-766-2244 • 281-316-8300 Ext 2244 • Fax 409 765-2915

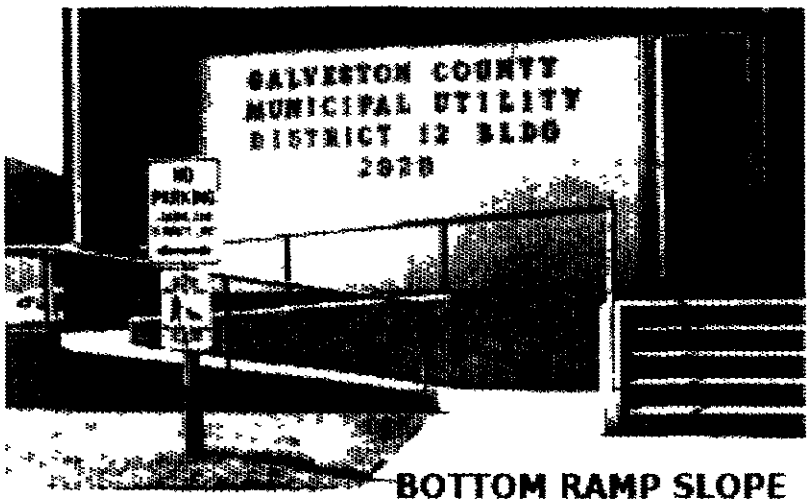
AGENDA ITEM #6

NO

BACK – UP

PROVIDED

AGENDA ITEM #7



BOTTOM RAMP SLOPE IS NOT ADA COMPLIANT

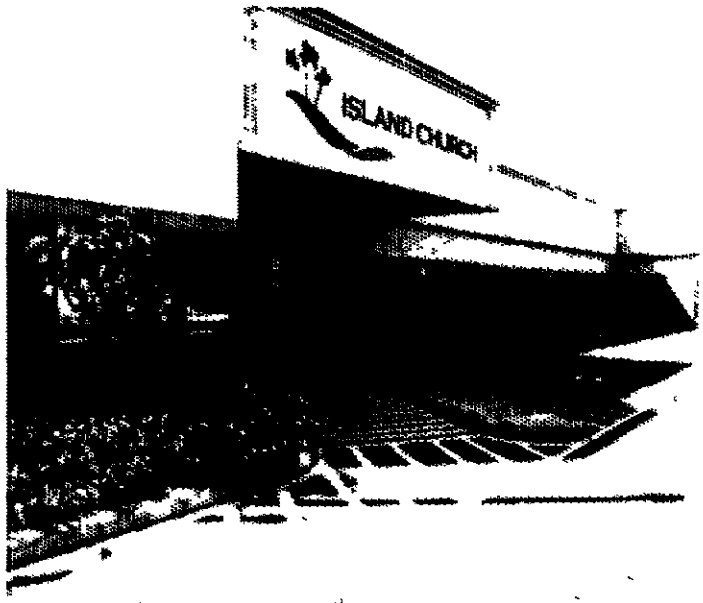
MUD 12 to Bayou Vista Community Center:

Based upon a site visit it was determined that the
lower part of the wheel chair ramp to the MUD 12
is at a slope of over 10% when a slope of only 8.3%
is allowable in order to be in compliance with the
Americans Disability Act requirements One block
away is a new Community Center belonging to
Bayou Vista which has an 4' x 5 5'elevator from the ground level to the first story of the structure The Community Center is available and Bayou Vista has agreed to allow us to use this facility for both Early Voting and on Election Day

In addition this site has excellent Internet connectivity
which will allow us to utilize the ePollBooks

Consequently we recommend moving from MUD 12
to the Bayou Vista Community Center

Backside of the Bayou Vista Community Center



West End Baptist Church to Island Church West End Baptist has a number of things that cause it not to be in compliance with the American Disability Act requirements These include handicapped parking spots that are not on level ground, handicapped parking places that do not have a wide enough space between them to allow a person to exit a vehicle and get into and maneuver a wheel chair, and the slope of the walkway in the front of the church is too steep

Island Church Island Church is located in a small shopping center at the corner of 69th Street and Stewart Road, less than a half mile from West End Baptist It has four handicapped parking spaces and two ramps that allow access to the building which is on the ground level The church has agreed to allow us to use its foyer area which is an ideal location

In addition, this site has excellent Internet connectivity This move only impacts Election Day

---

Tiki Island The Tiki Island Council met last week and decided to hold an election and asked that the County agree to allow their election to be joint with the County's November General Election They want to use the County's early voting locations but are asking to have an Election Day voting location in their own community If the Commissioner's Court agrees to this request, this location will become an additional Vote Center, bringing the total to 35 countywide

The original location proposed by Tiki Island is not ADA compliant However, they have proposed a second location which does meet the ADA requirements The new location is Tiki Plaza which is near I-45 It has good Internet connectivity but will require voters to navigate an elevator and a long hallway in order to get to the polling place, which will be held in a confined but adequate space Tiki Island is willing to pay all the expenses associated with adding this additional Election Day Vote Center

By adding this location the spread of locations by Commissioner's Districts will be as follows

Precinct 1 8 locations
Precinct 2 10 locations
Precinct 3 9 locations
Precinct 4 8 locations
For a total of 35 Election Day polling places

Early Voting Locations:

Galveston County Justice Center	No Change
Joe Faggard Community Center	No Change
Bacliff Community Center	No Change
West County Building	No Change
Bayou Vista Community Center	**Formerly MUD 12 (which is not ADA Compliant)**
Carver Park (Carter Room)	No Change
Nessler Center (Surf Room)	No Change
Friendswood City Hall	No Change
North County Building	No Change

Election Day Vote Centers:

Pat Doyle's District

1	Joe Faggard Community Center	No Change
2	William Temple Episcopal Center	No Change
3	Galveston County Courthouse	No Change
4	GISD Administration Building	No Change
5	Calvary Baptist Church, TxCty	No Change
6	First Baptist Church, TxCty	No Change
7	Northside Baptist Church	No Change
8	Bacliff Community Center	No Change

Kevin O'Brien's District

9	Seaside Baptitist Church	No Change
10.	**Island Church, Galveston**	**Formerly West End Baptist Church which is not ADA Compliant**
11.	**Bayou Vista Community Center**	**Formerly MUD 12 which is not ADA Compliant**
12	Camp Good News, Hitchcock	No Change
13	West County Building	No Change
14	Runge Park Community Center	No Change
15	Santa Fe High School	No Change
16	IBC Bank (Conf Rm) Dickinson	No Change
17	Creekside Intermediate (practice gym)	No Change
18.	**Tiki Plaza**	**Request to add a Vote Center by Tiki Island**

Steve Holmes's District

19	Island Community Center	No Change
20.	Carver Park (Carter Room)	No Change
21	Nessler Center (Surf Room)	No Change
	~~Environmental Health Center~~	Eliminated (not ADA compliant – use La Marque City Hall)
22	La Marque City Hall	No Change
23	Greater St Matthews Baptist	No Change
24	Dickinson High School (Auditorium)	No Change
25	Dickinson Community Center	No Change
26	College of the Mainland (Music Bldg)	No Change

Ken Clark's District

27	AMOCO Federal Credit Union	No Change
28	Friendswood City Hall	No Change
29	Dominion Church	No Change
30.	Bauerschlag Elementary School	No Change
31	North County Building	No Change
32	League City Civic Center	No Change
33.	**Clear Creek Intermediate**	**Formerly CCISD Admin. Building**
34	Kemah Civic Center	No Change

AGENDA ITEM #8

GALVESTON COUNTY ENGINEERING DEPARTMENT

Change Order No 1
Owens Drive Improvements (from F.M 517 North of Night Shade Drive)

GALVESTON COUNTY ENGINEERING DEPARTMENT

Change Order No. 1
Name of Project

Owner. Galveston County
Contractor: Metro City Construction, LP
Engineer Travis S. Sellers P E

Contract Number 1306-005-00
Purchase Order Number C109685
Bid Number B111045

Work Being Changed

CHANGE IN CONTRACT PRICE	**CHANGE IN CONTRACT TIME**
Original Contract Price· $1,634,288 75	Original Contract Time 150 Days
Net Change From Previous Change Orders. $0	Net Change From Previous Change Orders· 0 Days
Contract Price Prior To This Change Order $1,637,288 75	Contract Time Prior To This Change Order 150 Days
Net Increase/Decrease Of This Change Order $98,452 23	Net Increase/Decrease Of This Change Order 14 Days
Contract Price With All Approved Change Orders $1,735,740 98	Contract Time With All Approved Change Orders 164 Days

RECOMMENDED
By _____
Engineer (Consultant)

By _____ Date 9-6-11
Engineer (County Engineer)

APPROVED
County Of Galveston

By _____ Date September 13, 2011
Mark Henry, County Judge

Attest _____
Dwight Sullivan, County Clerk

ACCEPTED
Contractor

By _____ Date 8/30/11
Contractor (Authorized Signature)

ROB OVALLE
Printed Name

GALVESTON COUNTY ENGINEERING DEPARTMENT

Change Order No. 1
Owens Drive Improvements (from F M 517 North of Night Shade Drive)

					ORIGINAL + PREVIOUSLY REVISED		NEW		
Pay Item No	Spec Item No	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	ITEM COST	OVERRUN/UNDERRUN
CO1A		Restocking Fee	EA				1 00	$174 03	$174 03
CO1B		Engineering Fee	EA				1 00	$1,320 00	$1,320 00
CO1C		32" Coring Charge	EA				6 00	$929 28	$5,575 68
CO1D		22" Coring Charge	EA				1 00	$425 92	$425 92
CO1E		Chipping Charge	EA				2 00	$193 60	$387 20
CO1F		32" Patching Charge	EA				1 00	$193 60	$193 60
CO1G		22" Patching Charge	EA				1 00	$181 50	$181 50
CO1H		Junction Box A New Top	EA				1 00	$1,650 00	$1,650 00
CO1I		Junction Box B New Top	EA				1 00	$1,650 00	$1,650.00
CO1J		Disposal of Old Junction Box Tops	EA.				2 00	$220 00	$440.00
CO1K		Furnish and Install Type "C" Inlets, Complete in Place	EA.				3 00	$1,635 00	$4,905 00
7	260	Prepare and Compact 6-Inch Lime Stabilized Subgrade, Complete in Place	S Y	$2 00	10,100.00	$20,200 00	10,345 00	$2 00	$490 00
8	260	Furnish Lime (6% by Dry Weight), Complete in Place	TON	$139 70	165 00	$23,050 50	170 00	$139 70	$698 50
9	360/421/440	Furnish and Install 8-Inch Reinforced Concrete Pavement, Complete in Place	S Y	$35 80	9,900 00	$354,420 00	10,126 00	$35 80	$8,090 80
53	420/421/440/465/471	Furnish and Install Type 'B-B" Inlet, Complete in Place	EA.	$1,394 00	40 00	$55,760 00	37 00	$1,394 00	-$4,182 00
56	420/421/440/465/471	Furnish and Install Storm Manhole, Complete in Place·	EA.	$2,868 00	31 00	$88,908 00	32.00	$2,868 00	$2,868 00
66	400	Extra Class "A" Cement Stabilized Sand Backfill as Directed by Engineer, Complete in Place	C.Y	$26 00	100 00	$2,600 00	2,144.00	$26 00	$53,144 00
70	110	Extra Haul and Legally Dispose of Excavated Material, Complete in Place	C Y	$10 00	100 00	$1,000 00	2,144.00	$10 00	$20,440 00
		TOTAL							$98,452 23

PATE ENGINEERS

SUBJECT: Owens Drive - Improvements
PROJECT:
DATE: 02/25/11
BY: TSS
CHKD BY:
SHEET:

Change Order No. 1 - Storm Sewer, Changed Alignment due to Fiber Optics

Pavement - Remove & Replace
12' x 170' ≈ 226 SY @ $35.00/SY

Subgrade Stabilization
170' x 13' = 245 SY @ $2.00/SY

Lime for Stabilization
245 SY @ 6% Lime ≈ 5 Tons @ $139.00

Additional Cement Sand for Strm Sewr
990' @ 54" ≈ 1240 TN
700' @ 48" ≈ 780 TN
160' @ 36" ≈ 350 TN
1030' @ 30" ≈ 740 TN
130' @ 4' x 2' RBC ≈ 60 TN
3170 TN ≈ 2044 CY @ $30/CY
(@ 115#/CF)

Additional Soil Disposal
2044 CY @ $10/CY

Additional Strm Swr Components & Rework
(See Rinker Invoice)

Metro City Construction, LP
5715 Luce Street
Houston, TX 77087
713-943-0090
(f) 713-943-0092

August 22, 2011

Travis Sellers, P.E
Pate Engineers, Inc
13333 Northwest Freeway, Suite 300
Houston, TX 77040

RE: Owens Drive Improvements (from F M 517 to North of Night Shade Drive)
Proposal #1 – Additional Rinker Material Costs

Mr Sellers

Below are the prices associated with Rinker Materials change in scope of work due to the redesign in the project which resulted in the storm sewer line now being placed under the roadway

Item #	Description	Unit	Qty	Unit Price	Total
1	Restocking Fee	EA	1	$174 03	$174 03
2	Engineering Fee	EA	1	$1,320.00	$1,320.00
3	32" Coring Charge	EA	6	$929.28	$5,575.68
4	22" Coring Charge	EA	1	$425.92	$425.92
5	Chipping Charge	EA	2	$193 60	$387.20
6	32" Patching Charge	EA	1	$193.60	$193 60
7	22" Patching Charge	EA	1	$181.50	$181.50
8	Junction Box A New Top	EA	1	$1,650.00	$1,650 00
9	Junction Box B New Top	EA	1	$1,650.00	$1,650.00
10	Disposal of Old Junction Box Tops	EA	2	$220.00	$440.00
11	New Type "C" Inlets @ Sta 10+10, Sta 11+37 & Sta 14+74	EA	3	$1,635.00	$4,905 00
12	Additional Storm Manhole II-10A	EA	1	$2,868.00	$2,868.00
				Sub-Total	**$19,770.93**
13	Reduction of Type "BB" Inlets	EA	-3	$1,394 00	($4,182.00)
	***See attachment for additional information**			**Total**	**$15,588.93**

Regards,

Rob Ovalle
Sr. Project Manager
Metro City Construction, LP

Hydro Conduit of Texas, LP d/b/a/ Rinker Materials
Concrete Pipe Division - Sealy Plant
2735Highway 36 North
Sealy, Texas 77474
Office (281) 375-6121
Fax (979) 885-7001

18-Aug-11

Metro City Construction

Job Name GALV CO , OWENS DR IMPROVEMENTS
CSJ No AM 0607H
Arch/Engn PATE ENGINEERS INC 713 462-3178
Bid Date JUNE 7 2011

Change Order Due to relocation of Trunk Line,

DESCRIPTION			QUANTITY	Cost		AMOUNT
Restock of "E" Inlet (built but not used) at 33+48 C			1	$ 1,497.60	Restock	
Base Only - 36X36X32"				$ 791 04	20%	$ 158 21
		Holes Inc			Mark-Up	
MH II-18	Core New 32" Ø	$ 768 00	1	$ 768 00	10%	$ 844 80
MH II-17b	Core New 32" Ø	$ 768 00	1	$ 768 00	10%	$ 844 80
MH II-16b	Chipping Charge 10"h X30"w X 6"thk		1	$ 160 00	10%	$ 176 00
MH II-15	Core New 32" Ø	$ 768 00	1	$ 768 00	10%	$ 844 80
" " "	Patch Ex 32" Ø		1	$ 160 00	10%	$ 176 00
MH II-10	Core New 22" Ø	$ 352 00	1	$ 352 00	10%	$ 387 20
" "	Patch Ex 22" Ø		1	$ 150 00	10%	$ 165 00
MH II-9	Chipping Charge 14"h X30"w X 6"thk		1	$ 160 00	10%	$ 176 00
MH II-8b	Core New 32" Ø	$ 768 00	1	$ 768 00	10%	$ 844 80
MH II-7	Core New 32" Ø	$ 768 00	1	$ 768 00	10%	$ 844 80
JCT BOX A	New Trans-Top		1	$ 1,500.00		$ 1,500 00
JCT BOX B	New Trans-Top		1	$ 1,500 00		$ 1,500 00
Disposal of Old JCT BOX Tops			2	$ 200 00		$ 400 00
MH II-6	Core New 32" Ø	$ 768 00	1	$ 768 00	10%	$ 844 80
New "C" Inlet	10+10 RT 30X60		1	$ 1,335 00		$ 1,335 00
New "C" Inlet	11+37 RT 30X60		1	$ 1 335 00		$ 1,335 00
New "C" Inlet	14+74 RT 30X60		1	$ 1 335 00		$ 1,335 00
Reduction of BB Inlets X 3			-3	**($1,152.00)**		**($3,456 00)**
Addition of 1 Storm MH II-10a			1	$ 2,332 80		$ 2,332 80
Engineering of Changes			1	$ 1 200 00		$ 1,200 00
						$ 13,789 01

The following is our best estimate to the changes on this project In order for us to proceed, please acknowledge the acceptance of these charges with a company representitives signature

Respectfully
Fred Roach

Sealy Plant – General Manager
Hydro Conduit of Texas, LP
Off (281) 375-6121-(Sealy-Metro)
Fax (979) 885-3428-(Sealy)

Metro City Construction Lp

5715 Luce Street
Houston, TX 77087-4125

AGENDA ITEM #9

GALVESTON COUNTY ENGINEERING DEPARTMENT

Change Order No. 1
Name of Project: Lawrence Road from SH 96 to FM 2094

Owner. Galveston County
Contractor: R W Lucas Construction, LLC
Engineer· LTRA

Contract Number: 1075
Purchase Order Number:
Bid Number: B111038

Work Being Changed

Removal modifications, driveway culvert modifications, addition of inlets and PVC pipe, addition of driveway

CHANGE IN CONTRACT PRICE		CHANGE IN CONTRACT TIME	
Original Contract Price.	$2,268,034 16	Original Contract Time:	Days 240
Net Change From Previous Change Orders	$0 00	Net Change From Previous Change Orders	Days 0
Contract Price Prior To This Change Order	$2,268,034 16	Contract Time Prior To This Change Order·	Days 240
Net Increase/Decrease Of This Change Order:	$15,324 00	Net Increase/Decrease Of This Change Order	Days 0
Contract Price With All Approved Change Orders·	$2,283,358 16	Contract Time With All Approved Change Orders·	Days 240

RECOMMENDED:
By· _____
Engineer (Consultant)
By· _____ Date 9-7-11
Engineer (County Engineer)

APPROVED:
County Of Galveston

By _____ Date: September 13, 2011
Mark Henry, County Judge

Attest: _____
Dwight Sullivan, County Clerk

ACCEPTED:
Contractor

By. _____ Date. 9-6-11
Contractor (Authorized Signature)

DUSTIN JOHNSON
Printed Name

GALVESTON COUNTY ENGINEERING DEPARTMENT

Change Order No. 1
Name of Project. Lawrence Road from SH 96 to FM 2094

					ORIGINAL + PREVIOUSLY REVISED		NEW		
Pay Item No	Spec Item No	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	ITEM COST	OVERRUN/UNDERRUN
21	464	RC PIPE (CL III) (18 IN)	LF	$33 00	2,452.00	$80,916.00	2,594.00	$85,602 00	$ 4,686 00
25	465	INLET (COMPL) (TY A)	EA	$1,200 00	9 00	$10,800.00	12.00	$14,400.00	$ 3,600.00
30	496	REMOVE STR (PIPE)	LF	$8.50	4,254.00	$36,159.00	4,482.00	$38,097.00	$ 1,938.00
49	530	DRIVEWAYS (CONC)	SY	$36.00	3,939.00	$141,804.00	4,014.00	$144,504.00	$ 2,700 00
113	481	PVC PIPE AND BENDS	LS	$1,600.00	0.00	$0 00	1.00	$1,600.00	$ 1,600.00
114	496	REMOVE STR (RCB)	LF	$25.00			32.00	$800.00	$800 00
		TOTAL							$ 15,324.00

CHANGE ORDER

CAP701

Change Order Number: 1

Change Order Date: 8-31-11

Architect's Project Number

To: Galveston County, Texas
722 Moody, 1st Floor
Galveston, Texas 77550
409-770-5554

Contract for: Contract Date 5-18-11
Bid # B111038, Labor and Material

From: RW Lucas Construction LLC
551 C League City Parkway
League City, TX 77573
281-316-9990

Our Project Code 2034

Project:
Lawrence Road Reconstruction

Original Contract Sum	$2,268,034.16
Previous Change Orders	
Contract Sum	$2,268,034.16
Value of this Change Order	$ 15,324.00
New Contract Sum	$2,283,358.16

DISTRIBUTE TO

X Owner X Contractor Other
X Architect Field Construction Manager

The Contract Completion date will change by:
N/A

The expected completion date will be:
February 8, 2012

The Contract is Changed as Follows:

1. At SH96 - additional removal of pipe. 196 LF @ $8.50 = $1,666.00
2. At Williams Ln - additional removal of pipe. 32 LF @ $8.50 = $272.00
3. At Williams Ln - additional 18" RCP installation. 32 LF @ $33.00 = $1,056.00
4. At Delesandri (dentist office) - additional 18" RCP installation. 110 LF @ $33.00 = $3,630.00
5. At Delesandri (dentist office) - additional grate inlets. 2 @ $1,200.00 - $2,400.00
6. Driveway 5-6 & 5-6 - installation of PVC to complete parking lot drainage. $1,600.00
7. Mr. Hultz driveway (STA 76+50ish) relocate driveway north. 75 SY @ $36.00 = $2,700.00
8. Driveway 9-1 - additional grate inlet. 1 @ $1,200.00 = $1,200.00
9. Driveway 6-3 - remove 4x2x32 RCB - 32' @ $25.00 = $800.00

TOTAL CO#1 $15,324.00

Lina T. Ramey & Assoc	RW Lucas Construction LLC	Galveston County, Texas
Architect	Contractor	Owner
2100 Augusta Drive, Suite 301 Houston, TX 77057	551 C League City Parkway League City, TX 77573	722 Moody, 1st Floor Galveston, TX 77550
Signature	Signature Dustin Johnson, Vice President	Signature
Date	9-6-11 Date	Date

AGENDA ITEM #10

TEXAS DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES

INTERIM COMMISSIONER
Howard G Baldwin Jr

October 19, 2011

Mr Lanny Brown, Director
Community Services Division
Galveston County
722 Moody, 5th Floor
Galveston, Texas 77550

Re· FY 2012 Contract Renewal 530-06-0007-00001
FY 2012 Galveston County IV-E Child Welfare Services Contract 23940068
FY 2010 Galveston County IV-E Legal Services Contract 23940070

Dear Mr. Brown,

Enclosed you will find a fully executed copy of the Galveston County IV-E Staffing Contract #530-06-0007-00001 effective October 1, 2011 through September 30, 2012.

You will also find fully executed copies of the Galveston County IV-E Child Welfare Services Contract #23940068 and Galveston County IV-E Legal Services Contract #23940070 and are effective October 1, 2011 through September 30, 2012.

If you have any questions, please call me at 713-394-4100.

Thanks for your help.

Lindy Levit
Regional Operations Support Administrator

AGENDA ITEM #10a

Contract #23940068

THIS INTERLOCAL COOPERATION CONTRACT (Contract) is entered into by and between the Texas Department of Family and Protective Services (DFPS or Department) and Galveston (County), pursuant to the authority granted and incompliance with the provisions of the Interlocal Cooperation Act, Chapter 791, Texas Government Code

SECTION I. STATEMENT OF SERVICES TO BE PERFORMED

A Statement of Need

DFPS is the single state agency responsible for the administration of Title IV-E of the Social Security Act related to Child Welfare Services and the Federal Payments for Foster Care and Adoption Assistance

In accordance with Government Code Section 40 0566, County Outreach Program, DFPS and the County desire to enter into this Contract to provide a mechanism to allow counties providing Title IV-E allowable services the opportunity to obtain federal funding Under this Contract, allowable services (Services) include the following as described herein and as qualified in 4000 Section of the Texas Department of Family and Protective Services Title IV-E Finance Handbook (Handbook), as currently in effect and as subsequently modified The Handbook is incorporated herein by this reference

1 Foster Care Maintenance Payments which are defined in Section 475(4), Social Security Act, as "payments to cover the cost of (and the cost of providing) food, clothing, shelter, daily supervision, school supplies, a child's personal incidentals, liability insurance with respect to a child and reasonable travel to the child's home for visitation In the case of institutional care, such term will include the reasonable costs of administration and operation of such institution as are necessarily required to provide the items described in the preceding sentence,"

2 Administrative Expenditures necessary for the proper and efficient administration of DFPS' Title IV-E State Plan as described in this Contract and as further described in 45 CFR 1356 60, and

3 Training Expenditures for
   (i) the short term training of personnel employed or preparing for employment with DFPS or by the County administering portions of the Title IV-E State Plan described in this Contract, and/or
   (ii) short-term training of current or prospective foster parents and the members of the staff of DFPS-licensed or DFPS-approved childcare institutions providing care to foster children so as to increase their abilities to provide support and assistance to foster children

The County will ensure the establishment and maintenance of a Child Welfare Board within the County to, in accordance with Section 264 005, Texas Family Code, provide coordinated state and local public welfare services for children and their families In addition, the establishment of the Child Welfare Board will serve to coordinate the use of federal, state, and local funds for the Services

B Statement of Work

1 County's Responsibilities

a The County will ensure the provision of allowable Title IV-E Services to children referred by DFPS in accordance with the Handbook,

b The County will establish and maintain a Child Welfare Board in accordance with Section 264 005, Texas Family Code The members of the Child Welfare Board will serve a three year term on a rotating basis Initially, the members will be designated to serve the following terms 1/3 of the members appointed to three year terms, 1/3 of the members to a two year term, and 1/3 of the members to a one year term In successive years, from two to five new members will be appointed

c The County will ensure that the Child Welfare Board complies with the following requirements

(i) Assist DFPS in identifying and meeting the needs of the children in the County who are referred by DFPS,

(ii) Serve in an advisory capacity to the County in the development of local policy to meet the needs of the children in the County referred by DFPS,

(iii) Develop an estimated annual budget for the operations of child welfare services and recommend an estimated budget to the Commissioners' Court and appear in support of same at budget hearings,

(iv) Authorize the expenditure of County funds and other special funds on behalf of the children in the County referred by DFPS,

(v) Review on a monthly basis child welfare expenditures and receipts, as well as a summary of services delivered during the month; and

(vi) Prescribe such bylaws, not inconsistent with the terms of this Contract and applicable State laws, as may be necessary or desirable to ensure the efficient operation of the Child Welfare Board Such bylaws will be approved by written order of the Commissioners' Court

d The County will provide the money required as match for federal funds under this Contract In addition, the County will ensure that none of the money used as match will be federal dollars, either directly or indirectly Furthermore, the County certifies that the money used as match has not been used to secure any other federal matching funds

e The County will certify that the expenditures reported to DFPS on the 4116X, State of Texas Voucher (Billings) are allowable expenditures under Title IV-E The County will be financially liable to DFPS for any and all audit exceptions identified for unallowable costs reported to DFPS in the County's Billings

f The County acknowledges that a portion of the children referred by DFPS will be ineligible for Title IV-E for purposes of reimbursement under this Contract To ensure the intent of Section 264 102, Texas Family Code is adhered to, the County will continue, and will allow the Child Welfare Board to continue, to provide child welfare services to this population of children

g The County will participate in DFPS' financial and statistical reporting systems

h Health and Safety

(i) To the extent permitted by law, the County will verify and disclose, or cause its employees and volunteers (including Child Welfare Board Members) to verify and disclose criminal history and any current criminal indictment involving an offense against the person, an offense against the family, or an offense involving public indecency under the Texas Penal Code as amended, or an offense under Chapter 281 of the Texas Health and Safety Code. This verification and disclosure will be required of child welfare board members and of all who have direct contact with children referred by DFPS,

(ii) The County will prevent or promptly remove any employee or volunteer (including Child Welfare Board members) from direct child contact and/or from access to child records who is alleged to have committed an offense of abuse, neglect, or exploitation or an offense described in subsection (i), above, and

(iii) The County will promptly report any suspected case of abuse, neglect, or exploitation to DFPS as required by Chapter 261, Texas Family Code All reports must be made within 24 hours of the discovery of the abuse or neglect The County may report this information to DFPS' Statewide Intake at 1-800-252-5400

i Confidentiality

(i) *All information obtained, learned, developed, or filed by the County in connection with* the Services provided under this Contract, including data contained in official Department files or records, will be held confidential by the County in accordance with applicable Federal and State laws, rules, and regulations The County will not disclose confidential information to any person, organization, agency, or other entity except as authorized or required by law The County will immediately notify the Department of all requests for information deemed confidential under this Contract In the event the County is required by law to release confidential information, the County will notify the Department in writing, prior to releasing confidential information

(ii) Nothing in this Section will be deemed to preclude, prevent, or prohibit access to confidential information by the Department or Department designees

(iii) The provisions of this Section will remain in full force and effect following termination of, or cessation of the Services required by this Contract

j The County will adhere to all the legal, programmatic, and administrative requirements identified in Section 2000 of the Handbook related to the Services to be provided under this Contract

k The County will maintain financial, programmatic, and supporting documents developed under this Contract for a minimum of five years after the termination of the contract period *Contract period means the effective dates of the Contract as described in Section III,* below, renewals are considered to be separate contract periods

l The County will submit Service delivery reports required by DFPS or self-evaluations of performance and other reports requested by DFPS in an appropriate format and on a timely basis, and to the extent permitted or required by law, make available at reasonable times and for reasonable periods, children's records and other programmatic or financial

records, books, reports, and supporting documents for reviewing and copying by DFPS, the U S Department of Health and Human Services, or their authorized representatives

m The County will allow DFPS and its representatives to monitor, audit, evaluate and otherwise review the Services provided under the Contract In addition, the County will ensure that DFPS has access to all documentation and information related to the Services provided under this Contract

n The County will not use any funding received under this Contract to influence the outcome of elections or the passage or defeat of any legislative measures

o The County will require the Child Welfare Board to comply with all applicable terms of this Contract

p FFATA Reporting County must report to DFPS the data elements required by the Federal Funding Accountability and Transparency Act of 2006 (Pub L 109-282) and listed in q if County is a recipient of a federal sub-award No direct payment will be made to County for providing any reports required under these provisions, as the cost of producing such reports will be deemed included in the Contract price The reporting requirements in q are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB Any such changes will be automatically *incorporated into this Contract and shall become part of County's obligations under this* Contract DFPS may provide written notice to County of any such change in accordance with this Contract, but such notice will not be a condition precedent to County's duty to comply with revised OMB reporting requirements

q Sub-Award Reporting If County is a recipient of a federal sub-award, County will report to DFPS as set forth below unless otherwise exempted All required information must be made publicly available according to federal law

i Sub-award Information A federal sub-award recipient will provide the following information to DFPS according to the timeframes communicated by the Department but no later than the end of the month following the month of award of a contract with a value of $25,000 or more, (and any modifications to these contracts that change previously reported data)

a Unique identifier (DUNS Number) for the Contractor receiving the award and for the Contractor's parent company, if the Contractor has a parent company

b Name of the Contractor.

c Contractor's physical address including street address, city, state, and country Also include the nine-digit zip code and congressional district

d Contractor's primary performance location including street address, city, state, and country Also include the nine-digit zip code and congressional district

r Officers' Total Compensation (Top 5) According to the timeframes communicated by the *Department but no later than the end of the month following the month of a contract award,* and annually thereafter, the County will report the names and total compensation of each of the five most highly compensated executives for the County's preceding completed fiscal year if—

i In the County's preceding fiscal year, the County received—

a 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements, and

b $25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements, and

c The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U S C 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986 (To determine if the public has access to the compensation information, see the U S Security and Exchange Commission total compensation filings at http //www sec gov/answers/execomp.htm)

r **Anti-Discrimination.** Contractor agrees to comply with state and federal anti-discrimination laws, including without limitation

(i) Title VI of the Civil Rights Act of 1964 (42 U S C §2000d *et seq*),

(ii) Section 504 of the Rehabilitation Act of 1973 (29 U S C §794),

(iii) Americans with Disabilities Act of 1990 (42 U S C §12101 *et seq*),

(iv) Age Discrimination Act of 1975 (42 U S C §§6101-6107),

(v) Title IX of the Education Amendments of 1972 (20 U S C §§1681-1688),

(vi) Food Stamp Act of 1977 (7 U S C §2011 *et seq*), and

(vii) The HHS agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement

1) Contractor agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination

2) Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C F R Part 80 or 7 C F R Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin Applicable state and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English Contractor agrees to ensure that its policies do not have the effect of excluding or limiting the participation of persons in its programs, benefits, and activities on the basis of national origin Contractor also agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities

3) Contractor agrees to comply with Executive Order 13279, and its implementing regulations at 45 C F R Part 87 or 7 C F R Part 16 These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services will not, in providing services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief

4) Upon request, Contractor will provide HHSC Civil Rights Office with copies of all of the Contractor's civil rights policies and procedures

5) Contractor must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Agreement This notice must be delivered no more than ten (10) calendar days after receipt of a complaint Notice provided pursuant to this section must be directed to

HHSC Civil Rights Office
701 W 51st Street, Mail Code W206
Austin, Texas 78751
Phone Toll Free (888) 388-6332
Phone (512) 438-4313
TTY Toll Free. (877) 432-7232
Fax (512) 438-5885

s **Fair Labor Standards Act.** Contractor agrees to comply with the Fair Labor Standards Act (FLSA) (29 U S C §201 *et seq*) regarding minimum wages, overtime pay, recordkeeping, and child labor

t CERTIFICATIONS The certifications enumerated below represent material facts upon which DFPS relies when contracting Both parties further agrees that each will provide immediate written notice to the other if at any time either party learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances Both parties acknowledge their continuing obligation to comply with the requirements of the following certifications

i Certification Regarding Lobbying State and federal law place restrictions on the use of state and federal funds in regard to lobbying Both parties certify, to the best of their knowledge and belief, that

a In accordance with 31 U S C §1352, no federal appropriated funds have been paid or will be paid, by or on behalf of either party, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement

b If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions

c Both parties will require that the language of this certification be included in the award documents for subcontracts and that all subcontractors will certify and disclose accordingly

d Payments of appropriated or other funds to each party under any resulting agreement are not prohibited by Texas Government Code §556 005 or §556 008

ii Suspension, Ineligibility, and Voluntary Exclusion In accordance with Executive Orders 12549 and 12689 regarding federal regulations on debarment, suspension, ineligibility, and voluntary exclusion, both parties certify the following

a That each party is, to the best of its knowledge and belief, not debarred, suspended, declared ineligible, or voluntarily excluded from participation in this solicitation or any resulting contract

b That each party will not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DFPS or the U S Department of Health and Human Services.

c That each party will include this section regarding debarment, suspension, ineligibility, and voluntary exclusion without modification in any subcontracts or solicitations for subcontracts

iii Drug-Free Workplace Certification Each party certifies that it will or will continue to provide a drug-free workplace by

a Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition,

b Establishing an ongoing drug-free awareness program to inform employees about—

i The dangers of drug abuse in the workplace,

ii The grantee's policy of maintaining a drug-free workplace,

iii Any available drug counseling, rehabilitation, and employee assistance programs, and

iv The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace,

c Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph t iii a ,

d Notifying the employee in the statement required by paragraph t iii a that, as a condition of employment under the grant, the employee will—

i Abide by the terms of the statement, and

ii Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction,

e Notifying the agency in writing, within ten calendar days after receiving notice under paragraph t iii d ii from an employee or otherwise receiving actual notice of such conviction Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices Notice will include the identification number(s) of each affected grant,

f Taking one of the following actions, within 30 calendar days of receiving notice under paragraph t iii d ii with respect to any employee who is so convicted—

i Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or

ii Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency,

iii *Making a good faith effort to continue to maintain a drug-free workplace*

2 DFPS' Responsibilities

a DFPS will refer children to the Child Welfare Board for Services,

b DFPS will provide the County with a list of IV-E eligible children in the County for Billing purposes, and

c DFPS will process and pay the federally reimbursable portion of County-certified IV-E allowable expenditures identified on the 4116X, State of Texas Purchase Voucher in accordance with the terms of this Contract

SECTION II. BASIS FOR CALCULATING PAYMENT OBLIGATIONS

A Budget Documents

1 The amount of the Title IV-E federally reimbursable portion of this Contract is based on the Budget Documents attached hereto as Exhibit "II" entitled Budget for Title IV-E County Contracts, Form 2030CWIVE, which includes Attachments "A", "B", and "C" (Budget Documents) Exhibit "II" and its corresponding attachments are incorporated herein by this reference

2 The Budget Documents should be amended for each fiscal year with the written agreement of the contract manager for DFPS If the Contract is automatically renewed, and if the parties have not agreed to amended Budget Documents, the Budget Documents are also renewed without amendment but may be later amended by agreement of the County and DFPS

3 If the County is going to include indirect costs as part of its Billings, the Contract will include by reference either (a) the County's approved Indirect Cost Agreement with the Federal Government, or (b) appropriate documentation certifying the County's official indirect cost rate

B This Contract is at all times contingent upon the availability and receipt of federal funds

C Billing Requirements

1 The County will submit Billings in an accurate and timely manner for each quarter by the end of the following quarter Billings must be submitted with all documentation necessary to support the expenditures contained in the Billings

2 DFPS will notify the County within 30 days of Billings that are inadequately documented, appear to be unallowable in whole or in part, or are not in accordance with the Budget Documents for the Contract

3 If the quarterly Billings for the County average or are expected to average less than $1,000 per quarter, the County may request, and the contract manager for DFPS may grant written permission to submit Billings on an annual basis with the Billing for each quarter submitted and

documented separately but at the same time before the end of the first quarter of the following fiscal year

4 Any Billing or amended Billing which is submitted to DFPS later than 7 quarters after the end of the quarter of the expense will not be processed by DFPS unless DFPS determines, in DFPS' sole discretion, that DFPS is able to submit the bill to the federal government for payment in a proper and timely fashion

SECTION III. TERM OF CONTRACT

This Contract will be in force effective October 1, 2011 through September 30, 2012 This Contract will automatically renew for one fiscal year at a time through September 30, 2018, unless terminated sooner

SECTION IV. INCORPORATION BY REFERENCE. The following instruments are incorporated into the contract for all purposes and are on file with the Department, the Contractor, and subcontractor(s)

A Cost Allocation Plan and supporting narrative, if applicable

B Form 2031, Signature Authority Designation

C Copy of approved Indirect Cost Agreement, if applicable

D Form 4734, Federal Funding Accountability and Transparency Act (FFATA) Certifications

E Other forms as needed

SECTION V. MODIFICATIONS

A This Contract contains the entire understanding of the parties and supersedes all previous discussions, proposals, or agreements between DFPS and the County

B This Contract may be modified by executing a formal written amendment signed by both DFPS and the County

SECTION VI. TERMINATION

A If the County fails to provide services according to the terms of this Contract, DFPS may, upon written notice of default to the County, terminate all or any part of the Contract Termination is not necessarily an exclusive remedy but will be in addition to any other rights and remedies provided under this Contract

B DFPS, based on information from monitoring or other verifiable sources, may terminate this Contract for cause or take other actions including, but not limited to

1 Requiring the County to take specific corrective actions in order to remain in compliance with any contractual term,

2 Recouping payments made to the County or imposing administrative error sanctions based on audit findings of violations of Contract requirements, and

3 Suspending, placing into abeyance, or removing any contractual rights to include, but which are not limited to, withholding of payment

C This Contract may be terminated at any time by mutual consent In addition, either party may consider the Contract to be canceled by giving thirty (30) days notice to the other party This Contract will be terminated at the end of the thirty (30) day period This Contract will otherwise terminate by the date specified pursuant to Section III, above

SECTION VII. CERTIFICATIONS

By executing this Contract, the undersigned parties bind themselves to the faithful performance of this Contract and certify their authority to enter into this Contract

Texas Department of Family and Protective Services

Signature
Printed Name Scott Dixon
Printed Title CPS Regional Director

9/26/11
Date

Galveston County

Signature
Printed Name Mark Henry
Printed Title County Judge

September 13, 2011
Date

AGENDA ITEM #10b

State of Texas Title IV-E County Legal Services Contract

Contract #23940070

THIS INTERLOCAL COOPERATION CONTRACT (Contract) is entered into by and between the Texas Department of Family and Protective Services (DFPS or the Department) and Galveston (County), pursuant to the authority granted and incompliance with the provisions of the Interlocal Cooperation Act, Chapter 791, Texas Government Code

SECTION I. STATEMENT OF SERVICES TO BE PERFORMED

A Statement of Need

DFPS is the single state agency responsible for the administration of Title IV-E of the Social Security Act related to Child Welfare Services and the Federal Payments for Foster Care, Extended Foster Care and Adoption Assistance

In accordance with Government Code Section 40 0566, County Outreach Program, DFPS and the County desire to enter into this Contract to provide a mechanism to allow counties providing Title IV-E allowable services the opportunity to obtain federal funding DFPS will make IV-E funds available to counties to increase the amount of legal staff and services available to process child welfare cases "Legal services" are activities performed by attorneys, paralegals, investigators, and clerical or other legal support staff on behalf of the county, in accordance with professional legal judgment, pertaining to children who have been abused or neglected or placed in out-of-home care or children at risk of placement in out-of-home care, including pursuing terminations of parental rights and otherwise assisting children in achieving permanence Under this Contract, allowable services include the following as described herein and as qualified in 5000 Section of the Texas Department of Family and Protective Services Title IV-E Finance Handbook (Handbook), as currently in effect and as subsequently modified The Handbook is incorporated herein by this reference

1 Costs directly related to the administration of the foster care program and extended foster care are deemed allowable if they are necessary and reasonable, incurred while providing proper and efficient services to Title IV-E eligible children, and are in accordance with OMB A-87, 45 CFR §95 507, and 45 CFR §1356 60(c)

2 Training Expenditures for Title IV-E training costs associated with attending or participating in IV-E approved training

B Statement of Work

1 County's Responsibilities

a The County will assist the Department in providing fair, adequate and expeditious judicial determinations regarding children eligible for services under Subtitle IV-E of the Social Security Act Such services will be in accordance with the attached Cost Allocation Plan and with Subtitle IV-E of the Social Security Act The County will ensure the provision of allowable Title IV-E Services to children referred by DFPS in accordance with the Handbook,

b The County will comply with the following requirements

(i) Assist DFPS in identifying and meeting the needs of the children in the County who are referred by DFPS,

(ii) Develop an estimated annual budget for the operations of child welfare services and recommend an estimated budget to the Commissioners' Court and appear in support of same at budget hearings,

(iii) Authorize the expenditure of County funds and other special funds on behalf of the children in the County referred by DFPS and,

(iv) Review on a monthly basis child welfare expenditures and receipts, as well as a summary of services delivered during the month

c The County will provide the money required as match for federal funds under this Contract In addition, the County will ensure that none of the money used as match will be federal dollars, either directly or indirectly Furthermore, the County certifies that the money used as match has not been used to secure any other federal matching funds

d The County will certify that the expenditures reported to DFPS on the 4116X, State of Texas Voucher (Billings) are allowable expenditures under Title IV-E The County will be financially liable to DFPS for any and all audit exceptions identified for unallowable costs reported to DFPS in the County's Billings

e The County will participate in DFPS' financial and statistical reporting systems

f Health and Safety

(i) To the extent permitted by law, the County will verify and disclose, or cause its employees and volunteers (including Child Welfare Board Members) to verify and disclose criminal history and any current criminal indictment involving an offense against the person, an offense against the family, or an offense involving public indecency under the Texas Penal Code as amended, or an offense under Chapter 281 of the Texas Health and Safety Code This verification and disclosure will be required of child welfare board members and of all who have direct contact with children referred by DFPS,

(ii) The County will prevent or promptly remove any employee or volunteer (including Child Welfare Board members) from direct child contact and/or from access to child records who is alleged to have committed an offense of abuse, neglect, or exploitation or an offense described in subsection (i), above, and

(iii) The County will promptly report any suspected case of abuse, neglect, or exploitation to DFPS as required by Chapter 261, Texas Family Code All reports must be made within 24 hours of the discovery of the abuse or neglect The County may report this information to DFPS' Statewide Intake at 1-800-252-5400

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(i) All information obtained, learned, developed, or filed by the County in connection with the Services provided under this Contract, including data contained in official Department files or records, will be held confidential by the County in accordance with applicable Federal and State laws, rules, and regulations The County will not disclose confidential information to any person, organization, agency, or other entity except as authorized or required by law The County will immediately notify the Department of all requests for information deemed confidential under this Contract In the event the County is required by law to release confidential information, the County will notify the Department in writing, prior to releasing confidential information

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(i) Title VI of the Civil Rights Act of 1964 (42 U S C §2000d *et seq*),

(ii) Section 504 of the Rehabilitation Act of 1973 (29 U S C §794),

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(iv) Age Discrimination Act of 1975 (42 U S C §§6101-6107),

(v) Title IX of the Education Amendments of 1972 (20 U S C §§1681-1688),

(vi) Food Stamp Act of 1977 (7 U S C §200 *et seq*), and

(vii) The HHS agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement

1) Contractor agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination

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5) Contractor must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Agreement This notice must be delivered no more than ten (10) calendar days after receipt of a complaint Notice provided pursuant to this section must be directed to

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c Contractor's physical address including street address, city, state, and country Also include the nine-digit zip code and congressional district

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b If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant,

loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions

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a Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition,

b Establishing an ongoing drug-free awareness program to inform employees about—

i The dangers of drug abuse in the workplace,

ii The grantee's policy of maintaining a drug-free workplace,

iii Any available drug counseling, rehabilitation, and employee assistance programs, and

iv The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace,

c Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph t iii a ,

d Notifying the employee in the statement required by paragraph r iii a that, as a condition of employment under the grant, the employee will—

i Abide by the terms of the statement, and

ii Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction,

e Notifying the agency in writing, within ten calendar days after receiving notice under paragraph r iii d ii from an employee or otherwise receiving actual notice of such conviction Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the federal agency has designated a

central point for the receipt of such notices Notice will include the identification number(s) of each affected grant,

f Taking one of the following actions, within 30 calendar days of receiving notice under paragraph r iii d ii with respect to any employee who is so convicted—

i Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or

ii Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency,

iii Making a good faith effort to continue to maintain a drug-free workplace

2 DFPS' Responsibilities

a DFPS will provide the County with the child population rate each quarter, and

b DFPS will process and pay the federally reimbursable portion of County-certified IV-E allowable expenditures identified on the 4116X, State of Texas Purchase Voucher in accordance with the terms of this Contract

SECTION II. BASIS FOR CALCULATING PAYMENT OBLIGATIONS

A Budget Documents

1 The amount of the Title IV-E federally reimbursable portion of this Contract is based on the Budget Documents attached hereto as Exhibit "II" entitled Budget for Title IV-E County Contracts, Form 2030CLIVE, which includes Attachments "A" and "B" (Budget Documents) Exhibit "II" and its corresponding attachments are incorporated herein by this reference

2 The Budget Documents should be amended for each fiscal year with the written agreement of the contract manager for DFPS If the Contract is automatically renewed, and if the parties have not agreed to amended Budget Documents, the Budget Documents are also renewed without amendment but may be later amended by agreement of the County and DFPS

3 If the County is going to include indirect costs as part of its Billings, the Contract will include by reference either (a) the County's approved Indirect Cost Agreement with the Federal Government, or (b) appropriate documentation certifying the County's official indirect cost rate

B This Contract is at all times contingent upon the availability and receipt of federal funds

C Billing Requirements

1 The County will submit Billings in an accurate and timely manner for each quarter by the end of the following quarter Billings must be submitted with all documentation necessary to support the expenditures contained in the Billings

2 DFPS will notify the County within 30 days of Billings that are inadequately documented, appear to be unallowable in whole or in part, or are not in accordance with the Budget Documents for the Contract

3 If the quarterly Billings for the County average or are expected to average less than $1,000 per quarter, the County may request, and the contract manager for DFPS may grant written permission to submit Billings on an annual basis with the Billing for each quarter submitted and documented separately but at the same time before the end of the first quarter of the following fiscal year

4 Any Billing or amended Billing which is submitted to DFPS later than 7 quarters after the end of the quarter of the expense will not be processed by DFPS unless DFPS determines, in DFPS' sole discretion, that DFPS is able to submit the bill to the federal government for payment in a proper and timely fashion

SECTION III. TERM OF CONTRACT

This Contract will be in force effective October 1, 2011 through September 30, 2012 and will automatically renew for one fiscal year at a time through September 30, 2018, unless terminated sooner

SECTION IV. INCORPORATION BY REFERENCE. The following instruments are incorporated into the contract for all purposes and are on file with the Department, the Contractor, and subcontractor(s)

A Cost Allocation Plan and supporting narrative, if applicable

B Form 2031, Signature Authority Designation

C Copy of approved Indirect Cost Agreement, if applicable

D Form 4734, Federal Funding Accountability and Transparency Act (FFATA) Certifications

E Other forms as needed

SECTION V. MODIFICATIONS

A This Contract contains the entire understanding of the parties and supersedes all previous discussions, proposals, or agreements between DFPS and the County

B This Contract may be modified by executing a formal written amendment signed by both DFPS and the County

SECTION VI. TERMINATION

A If the County fails to provide services according to the terms of this Contract, DFPS may, upon written notice of default to the County, terminate all or any part of the Contract Termination is not necessarily an exclusive remedy but will be in addition to any other rights and remedies provided under this Contract

B DFPS, based on information from monitoring or other verifiable sources, may terminate this Contract for cause or take other actions including, but not limited to

1 Requiring the County to take specific corrective actions in order to remain in compliance with any contractual term,

2 Recouping payments made to the County or imposing administrative error sanctions based on audit findings of violations of Contract requirements, and

3 Suspending, placing into abeyance, or removing any contractual rights to include, but which are not limited to, withholding of payment

C This Contract may be terminated at any time by mutual consent In addition, either party may consider the Contract to be canceled by giving thirty (30) days notice to the other party This Contract will be terminated at the end of the thirty (30) day period This Contract will otherwise terminate by the date specified pursuant to Section III, above

SECTION VII. CERTIFICATIONS

By executing this Contract, the undersigned parties bind themselves to the faithful performance of this Contract and certify their authority to enter into this Contract

Texas Department of Family and Protective Services

Signature
Printed Name Scott Dixon
Printed Title CPS Regional Director

Date 9/26/11

Galveston County

Signature
Printed Name Mark Henry
Printed Title County Judge

September 13, 2011
Date

AGENDA ITEM #10c

TEXAS DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES

COMMISSIONER
Anne Heiligenstein

April 26, 2011

Mr. Lanny Brown, Director
Community Services Division
Galveston County
722 Moody, 5th Floor
Galveston, Texas 77550

Re: FY 2012 Contract Renewal 530-06-0007-00001

Dear Mr Brown

Enclosed you will find the Interlocal Agreement for Funding of DFPS Staff for Galveston County Also enclosed you will find the FY 2012 Budget, Form 2031 Signature Authority Designation and Form 4733GOV Certifications Regarding Lobbying; Drug-Free Workplace, and Anti-Trust

I would appreciate it if you would assist me in obtaining the necessary signatures on these documents and then return them to me at which point I will obtain our Director's signature on the contract. I will then forward you the fully executed documents.

Thank you for your help. If you have any questions, please call me at 713-394-4100.

Sincerely,

Lindy Levit
Regional Operations Support Administrator
2525 Murworth
Houston, Texas 77054
713-394-4100

Interlocal Agreement for Funding of DFPS Staff

Contractor Name: Galveston County
Contract #: 530-06-0007-00001

The **Texas Department of Family and Protective Services** (the Department), and **Galveston County** (Contractor), enter into this Agreement (Contract) for the purpose of funding additional Department staff to benefit the children of Texas. The Department and the Contractor are the parties to this Contract. This Contract is authorized by the Texas Human Resources Code §40.056 and also by the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code

1 **Contracting Parties:**
Texas Department of Family and Protective Services (DFPS or the Department)
Contact Person. Lindy Levit
2525 Murworth
Houston, Texas 77054
Lindy.Levit@DFPS.State Tx Us
713-394-4100
Galveston County
Contact Person: Mr. Lanny Brown, Director
Community Services Division
Galveston County
722 Moody, 5th Floor
Galveston, Texas 77550
Lanny.Brown@CO.Galveston.Tx.Us
409 - 770-5545

2 **Statement Of Services To Be Performed.** The Department agrees to use the funds specified in Section 3 below to provide state employed positions specified in Attachment I, which is entirely incorporated as part of this Contract. The number and type of positions to be provided, and their essential duties, salary, fringe benefits, travel, and network costs are contained in Attachment I. Staff funded by this Contract will be in addition to basic staffing allocations for Galveston County As state employees, the persons filling such positions will be supervised by the Department and will be required to abide by all Department work rules, policies, and procedures

3. **Payment for Services.** In accordance with Chapter 791 of the Texas Government Code, Contractor will reimburse DFPS for services satisfactorily performed from appropriation items or accounts of the Contractor from which like expenditures would normally be paid, based upon vouchers drawn by the Contractor to DFPS. To reimburse the Department for the costs and expenses incurred for the DFPS persons filling the positions specified in Attachment I, the Contractor agrees to provide the Department an amount up to $91,977.00 in local funds or in state funds not from the Department Contractor shall submit its payments of the Contract Amount in four quarterly installments payable to the Texas Department of Family and Protective Services within thirty (30) days of receiving an invoice from DFPS according to the following schedule DFPS will transmit billing information representing its actual costs to the Contractor as follows:
   A) First Federal Quarter of October, November, December will be billed by February 28, **2012**
   B) Second Federal Quarter of January, February, March will be billed by May 31, **2012**

C) Third Federal Quarter of April, May, June will be billed by August 31, **2012**
D) Fourth Federal Quarter of July, August, September will be billed by November 30, **2012**.

4 **Percentage Used in Payment Calculation.** The percentage used in the initial calculation of the Contract Amount in Section 3 may vary during the billing process. In the event the percentage used results in the final actual Contract Amount exceeding the initial Contract Amount specified in Section 3, an amendment shall be executed to increase the Contract Amount accordingly.

5 **DFPS Responsibility for Additional Funds.** The Department is responsible for providing all additional funds for the positions described in Attachment I, and may do so out of any funds it has available, including federal funds, state funds, or other funds.

6. **Modification.** Any change to this Contract (including any and all attachments) may only be made through a written amendment that is only effective after being approved and signed by the respective authorized representatives of the Department and of the Contractor.

7 **Termination.** Either party may terminate this Contract at anytime by providing at least thirty [30] days advance written notice to the other party.

8 **DFPS Confidential Information.** Contractor will not release confidential information to any party in any manner without the prior written consent of DFPS Contractor agrees that any confidential information stored, collected, or maintained electronically or otherwise will only be used in the implementation of this contract. Contractor desires to release information to any person or entity regarding the work performed under this agreement, Contractor must have prior written permission from DFPS to release such information.

A) Contractor will establish a method to ensure the confidentiality of records and other information relating to clients according to applicable federal and state law, rules, and regulations
B) This provision does not limit the Department's right of access to client case records or other information relating to clients served under this contract. The Department shall have an absolute right to access to and copies of such information, upon request

9 **Term of this Contract.** The term of the Agreement is from October 1, **2011** through September 30, **2012**

10 **Dispute Resolution.** Any dispute regarding this Contract will be governed by Texas Government Code Chapter 2009, Alternative Dispute Resolution for Use by Governmental Bodies, and any applicable Model Rules promulgated by the Office of the Attorney General and/or the State Office of Administrative Hearing of the State of Texas Any notice of dispute must be addressed to the contact person noted in Section 1 of this Contract

11 **Certification.** The undersigned contracting parties certify that, (1) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected state entities, (2) the proposed arrangements serve the interest of efficient and economical administration of the state government, and (3) the services, supplies, or materials contracted for are not required by Section 21 of Article 16 of

Interlocal Agreement for Funding of DFPS Staff

the Constitution of Texas to be supplied under contract given to the lowest responsible bidder

By and through the below signatures of their respective duly authorized representatives, the parties execute and agree to this Contract

Texas Department of Family and Protective Services

Signature
Printed Name: Scott Dixon
Title: Regional Director

Date. 9/26/11

Contractor: Galveston County

Signature
Printed Name. The Honorable Mark Henry
Title. County Judge

September 13, 2011
Date.

Texas Dept of Family
and Protective Services

Signature Authority Designation

Form 2031
April 2011

All Contractors/Potential Contractors are required to fill out and submit this form.

Completion of this form designates signature authority for Contractor: Galveston County
The Contractor may attach a document or letter designating signature authority, including the signature authority's name and title, **or** verify that the signature below is the only signature authority designated for contracting with DFPS.

☐ Document attached (e g., from the contractor's governing body)

☒ Signature used below is the signature authority for the Contractor

The Contractor understands that there is an ongoing duty to notify DFPS in writing of any change to signature authority during the term of the contract with DFPS. The Contractor verifies that the attached document or signature below is a complete, true, and correct representation of signature authority.

Lanny Brown	Lanny Brown
Printed Name	Signature of Authorized Representative
Director Community Services Division	September 14, 2011
Title of Authorized Representative	Date
Galveston County	530-06-0007-00001
Legal Name of Contractor/Potential Contractor	Contract or Procurement Number

The Designated Signature Authority, as referenced above, must authorize in writing the delegation of signature authorities to any additional person(s) to approve and sign contract documents. The Contractor must use the supplied attachment(s) provided by DFPS to capture further delegation information. Both the printed name and signature is required for each authorized individual.

Certifications
(Governmental Entities)

Certifications Regarding Lobbying; Drug-Free Workplace; and Anti-Trust.

The certifications enumerated below represent material facts upon which DFPS relies upon when accepting a bid for this solicitation. If the Department later determines that Potential Contractor knowingly rendered an erroneous certification, DFPS may pursue all available remedies in accordance with Texas and U.S. law. Potential Contractor further agrees that it will provide immediate written notice to DFPS if at any time Potential Contractor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. ***If the Potential Contractor cannot certify the accuracy of all the statements contained in this section, Potential Contractor must provide written notice to DFPS detailing which of the below statements it cannot certify and why.***

A. Certification Regarding Lobbying. State and Federal law place restrictions on the use of state and federal funds in regard to lobbying. The Potential Contractor certifies, to the best of his or her knowledge and belief, that:

1. In accordance with 31 U.S.C. §1352, no Federal appropriated funds have been paid or will be paid, by or on behalf of the Potential Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
3. The Potential Contractor shall require that the language of this certification be included in the award documents for subcontracts and that all subcontractors shall certify and disclose accordingly.
4. Payments of appropriated or other funds to Potential Contractor under any resulting agreement are not prohibited by Texas Government Code §556.005 or §556.008.

B. Drug-Free Workplace Certification. Potential Contractor certifies that it will or will continue to provide a drug-free workplace by:

1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

2) Establishing an ongoing drug-free awareness program to inform employees about --

a) The dangers of drug abuse in the workplace;

b) The grantee's policy of maintaining a drug-free workplace;

c) Any available drug counseling, rehabilitation, and employee assistance programs; and

d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

3) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (D)(1);

4) Notifying the employee in the statement required by paragraph (D)(1) that, as a condition of employment under the grant, the employee will --

a) Abide by the terms of the statement, and

b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

5) Notifying the agency in writing, within ten calendar days after receiving notice under paragraph (D)(4)(b) from an employee or otherwise receiving actual notice of such

Certifications
(Governmental Entities)

conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

6) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (D)(4)(b), with respect to any employee who is so convicted --

a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

7) Making a good faith effort to continue to maintain a drug-free workplace.

C. Anti-Trust Certification. Pursuant to 15 U.S.C Sec. 1, et seq. and Tex. Bus & Comm. Code Sec 15.01, et seq., Potential Contractor certifies that neither the contractor nor the firm, corporation, partnership, or institution represented by the Potential Contractor, or anyone acting for such a firm, corporation, or institution has violated the antitrust laws of this state, federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business

As the duly authorized representative of the Potential Contractor, I hereby certify that the Potential Contractor will comply with the above certifications.

The Honorable Mark Henry **Printed Name of Authorized Representative**	Mark Henry **Signature of Authorized Representative**
County Judge **Title of Authorized Representative**	September 13, 2011 **Date**
Galveston County **Legal Name of Potential Contractor**	530-06-0007-0001 **Procurement or Contract Number**

AGENDA ITEM #11a-c

NO

BACK – UP

PROVIDED

AGENDA ITEM #12

Amendment 7
Galveston County
Health Protection Plan Document
Effective October 1, 2011

It is hereby agreed that effective October 1, 2011 the Galveston County Health Plan Document has been amended as outlined below:

- The second bullet point in Amendment 1 dated effective October 1, 2004 relating to 'EFFECTIVE DATE PROVISIONS', section J, (see page 25) is hereby amended to read as follows

  J TCDRS Qualifying Retiree Determination

  An Employee who is approved for retirement and, prior to their date of retirement, scheduled to receive retirement or disability benefits under either TCDRS or AUL (Section 457 Plan) or both within sixty (60) days of their date of retirement, can continue coverage on the Health Plan or the Health Plan Waiver provided there is no break in coverage (with the exception of an FMLA break in accordance with Federal Law) whether the continued coverage is through active employment or COBRA coverage during the TCDRS or AUL determination period If a TCDRS or AUL Qualifying Retiree has not had continuous coverage from their last date of active employment their coverage will not be reinstated

Mark Henry
County Judge

Attest:
Dwight D Sullivan
County Clerk

Depts/persnl/Health Plan Amendment 7

COUNTY OF GALVESTON
HUMAN RESOURCES POLICY MANUAL

	Original Approval: 2/7/94
	Original Effective Date: 1/1/94
	Revisions: 9/19/07; 11/ 14/ 07; 7/ 25/08; 9/3/08; 1/1/09, 1/1/10; 6/9/10;10/10/10; 10/1/11; Latest Effective Date: 1/ 1/12

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Section 9. **Separation from County**

A **Active Employees eligible for TCDRS regular service retirement or disability retirement who retire under that system are paid one-half awarded unused sick leave upon separation of employment from County.**

B. **Active Employees eligible for TCDRS regular service retirement or disability retirement who are elected or appointed as a County Official will be paid one-half awarded unused sick leave upon assuming their official duties.**

C. **Active Employees who are approved for retirement and, prior to their date of retirement, scheduled to receive retirement or disability benefits under either TCDRS or AUL (Section 457 Plan) or both within sixty (60) days of their date of retirement, can continue coverage on the Health Plan or the Health Waiver Plan provided there is no break in coverage (with the exception of an FMLA break in accordance with Federal Law) whether the continued coverage is through active employment or COBRA coverage during the TCDRS or AUL determination period. If a TCDRS or AUL Qualifying Retiree has not had continuous coverage from their last date of active employment their coverage will not be reinstated.**

Section 10. **Death**

One-half awarded unused sick leave will be paid to the estate of any Employee.

AGENDA ITEM #13a&b

THE COUNTY OF GALVESTON

RUFUS G. CROWDER, CPPB
PURCHASING AGENT

COUNTY COURTHOUSE
722 Moody (21st Street)
Fifth (5th) Floor
GALVESTON, TEXAS 77550
(409) 770-5371

GWEN MCLAREN, CPPB
ASST PURCHASING AGENT

September 7, 2011

Honorable County Judge
And Commissioners' Court
County Courthouse
Galveston, Texas

Re Authorize to issue Request for Proposal for CDBG Round 1Santa Fe Generator and CDBG Round 1 Crenshaw & High Island Generator Switches

Gentlemen,

It is requested that the Commissioners' Court authorize the Purchasing Agent to issue an RFP to procure a generator for Santa Fe High School and generator switches for the Crenshaw Elementary School & High Island High School facilities

Justifications for these projects are as follow

Santa Fe High School Generator:
Santa Fe High School is the designated shelter for Galveston County first-responders when a major hurricane threatens It has been used successfully for Hurricanes Rita and Ike, but power was interrupted on both occasions This generator, purchased with Ike CDBG Round One funds, will ensure that recovery efforts are not hindered by a prolonged loss of electricity at the school

Crenshaw Elementary School and High Island High School Generator Switches:
Both Crenshaw Elementary School and High Island High School are essential for Galveston County recovery efforts on Bolivar Peninsula after a storm The installation of quick-connect switches will enable the County to deploy temporary generators at each school before the 2012 hurricane season Once the switches are installed, the process of upgrading to permanent generators is simplified

Your consideration in this matter will be greatly appreciated

Respectfully submitted,

Rufus G Crowder, CPPB
Purchasing Agent
County of Galveston

AGENDA ITEM #14a

THE COUNTY OF GALVESTON

RUFUS CROWDER, CPPB
PURCHASING AGENT

COUNTY COURTHOUSE
722 Moody (21st Street)
Fifth (5th) Floor
GALVESTON, TEXAS 77550
(409) 770-5371

GWEN MCLAREN, CPPB
ASST PURCHASING AGENT

September 7, 2011

Honorable County Judge
And Commissioners' Court
County Courthouse
Galveston, Texas

Re Bid #B111048, Hansen Road Improvements

Gentlemen,

On July 28, 2011 bids were opened for Bid # B111048, Hansen Road Improvements, at which time five (5) bids were received from the following companies

• R W Lucas Construction, LLC	League City, TX	$364,200 00
• Metro City Construction, L P	Houston, TX	$394,970 00
• Conrad Construction Company, LTD	Houston, TX	$398,312 50
• AAA Asphalt Paving, Inc	Houston, TX	$371,761.50
• G W Phillips Construction, Inc	Houston, TX	$371 782 50

The lowest responsible bid was received from R. W Lucas Construction, LLC The County Engineer and I recommend that you award this bid to R W Lucas Construction, LLC

Your consideration in this matter will be greatly appreciated

Respectfully submitted,

Rufus G Crowder, CPPB
Purchasing Agent
County of Galveston

Attachments

McCullough, Darla

From: Fitzgerald, Mike
Sent Tuesday, September 06, 2011 10 10 AM
To: Crowder, Rufus, Trammell, Mel
Cc. Henry, Mark, Doyle, Patrick, O'Brien, Kevin, Holmes, Stephen, Clark, Ken, Ken Clark (clarkken@juno com), Mabry, Celia-Frances, McCullough, Darla, Walsh, Kevin, Lewis, Roxann, Gilliam, Cindy, Robertson, Elizabeth, Yearnd, Denise
Subject: Hansen Rd project bids
Attachments: Scan001 PDF

Rufus, attached is the bid tabulation for the Hansen Rd project Also attached is a copy of the check from the City of Clear Lake Shores in the amount of $90,200 00 for their share of the project and a copy of the inter-local agreement with the City
It is the city's and my recommendation that the project be awarded to the low responsible bidder, R W Lucas Construction LLC, for the concrete option per their bid $364,200 00

Mel, the check for $90,200 00 from the City of Clear Lake Shores is attached It is my recommendation that this money be combined with the balance of $274,850 00 in the Hansen Rd bond account number 3312 312111 5731125 so that we can obtain a purchase order for 364,200 00 and proceed with construction
-----Original Message-----
From ed06xer@co galveston tx us [mailto ed06xer@co galveston tx us]
Sent Tuesday, September 06, 2011 3 44 AM
To Fitzgerald, Mike
Subject Scan from Xerox WorkCentre

Please open the attached document It was sent to you using a Xerox WorkCentre

Sent by Guest [ed06xer@co galveston tx us] Number of Images 14 Attachment File Type PDF

WorkCentre Location 1\\Galveston\TX\USA\ Device Name ED06XER

BID TAB

COUNTY OF GALVESTON

HANSON DRIVE IMPROVEMENTS
(From F M 2094 to Kemah City Limits)
ALTERNATE BID

JOB NO 1306-004-00 CONTRACT NO 1
Bids Opened July 28 2011 at 2 00 p m

Item No	Qty	Unit	Description of Item with Unit Price Written in Words	RW Lucas Construction, LLC Unit Price	RW Lucas Construction, LLC Total Cost	AAA Asphalt Paving, Inc. Unit Price	AAA Asphalt Paving, Inc. Total Cost	GW Phillips Construction, Inc Unit Price	GW Phillips Construction, Inc Total Cost	Conrad Construction Co , Ltd. Unit Price	Conrad Construction Co , Ltd. Total Cost
EARTHWORK ITEMS											
1	5	STA	Preparing of Right-of-Way for Construction Complete in Place	$5 000 00	$25,000 00	$2 500 00	$12 500 00	$4,000 00	$20 000 00	$8,300 00	$41,500 00
2	5 470	S Y	Remove and Dispose of Existing Asphalt Pavement and Rigid or Flexible Base Material (All Depths) Complete in Place	$2 00	$10,940 00	$3 50	$19,145 00	$3 60	$19,692 00	$3 00	$16,410 00
3	360	S Y	Remove and Dispose of Existing Concrete Pavements (All Depths) Complete in Place	$3 00	$1 080 00	$5 50	$1 980 00	$4 50	$1,620 00	$5 00	$1,800 00
4	1 200	C Y	Excavation and Legal Disposal Off-Site Complete in Place	$10 00	$12,000 00	$10 00	$12,000 00	$13 00	$15,600 00	$12 00	$14 400 00
SUBTOTAL EARTHWORK ITEMS.					**$49,020 00**		**$45,625.00**		**$56,912.00**		**$74,110 00**
PAVING ITEMS											
5	5 850	S Y	Furnish and Install 6-inch Lime Stabilized Subgrade, Complete in Place	$6 60	$38,610 00	$3 25	$19 012 50	$4 50	$26 325 00	$3 00	$17 550 00
6	95	TON	Furnish Lime (6% by Dry Weight), Complete in Place	$145 00	$13,775 00	$145 00	$13,775 00	$160 00	$15,200 00	$152 00	$14 440 00
7	570	S Y	Furnish and Install 2-Inch Temporary Asphalt Pavement on Select Fill Complete in Place	$1 00	$570 00	$12 00	$6,840 00	$4 50	$2 565 00	$45 00	$25,650 00
8	450	TON	Furnish and Install 1-1/2-Inch Type D Dense-Graded HMAC Fine Surface Course Complete in Place	$85 00	$38,250 00	$74 00	$33 300 00	$140 00	$63,000 00	$100 00	$45,000 00
9	450	TON	Furnish and Install 1-1/2-Inch Type B Dense Graded HMAC, Fine Base Course Complete in Place	$85 00	$38 250 00	$72 00	$32 400 00	$140 00	$63 000 00	$100 00	$45 000 00

* = Bidder Mathmatical Error
** = Bidder Written Word Error

Item No	Qty	Unit	Description of Item with Unit Price Written in Words	RW Lucas Construction, LLC Unit Price	RW Lucas Construction, LLC Total Cost	AAA Asphalt Paving, Inc Unit Price	AAA Asphalt Paving, Inc Total Cost	GW Phillips Construction Inc Unit Price	GW Phillips Construction Inc Total Cost	Conrad Construction Co , Ltd Unit Price	Conrad Construction Co , Ltd Total Cost
10	5 850	S Y	Furnish and Install 8-Inch Class L Cement Treated Base 10% minimum Cement by weight Complete in Place	$15 00	$87,750 00	$15 00	$87 750 00	$12 00	$70 200 00	$25 00	$146,250 00
11	360	S Y	Construct and Pave Concrete Driveways (All Depths), Complete in Place	$45 00	$16,200 00	$60 00	$21 600 00	$36 00	$12,960 00	$45 00	$16 200 00
12	70	S Y	Construct and Pave Asphalt Driveways (All Depths) Complete in Place	$60 00	$4,200 00	$37 50	$2,625 00	$31 00	$2,170 00	$50 00	$3 500 00
13	120	S Y	Construct Gravel Driveways (All Depths), Complete in Place	$30 00	$3,600 00	$14 00	$1,680 00	$18 00	$2 160 00	$35 00	$4,200 00
14	8	EA	Furnish and Install Roadside Delineator Complete in Place	$50 00	$400 00	$200 00	$1 600 00	$1 000 00	$8,000 00	$200 00	$1 600 00
15	630	L F	Furnish and Install Reflectorized Pavement Markings - Type I, 4-Inch Yellow Dashed Complete in Place	$0 50	$315 00	$0 55	$346 50	$0 75	$472 50	$0 75	$472 50
16	1,600	L F	Furnish and Install Reflectorized Pavement Markings - Type I 6-Inch White Solid Complete in Place	$1 00	$1 600 00	$1 20	$1,920 00	$1 50	$2 400 00	$1 25	$2 000 00
17	4,400	L F	Furnish and Install Reflectorized Pavement Markings - Type I 4-Inch White Solid, Complete in Place	$0 50	$2 200 00	$0 55	$2 420 00	$0 75	$3 300 00	$0 60	$2,640 00
18	120	EA	Furnish and Install 4-inch Square Pavement Marker (Type II-A/A) Complete in Place	$5 00	$600 00	$4 05	$486 00	$4 00	$480 00	$4 00	$480 00
19	5	EA	Furnish and Install 4-Inch Square Pavement Marker (Type Blue C88) Complete in Place	$5 00	$25 00	$5 80	$29 00	$6 00	$30 00	$6 00	$30 00
UBTOTAL PAVING ITEMS					**$246,345 00**		**$225,784.00**		**$272,262.50**		**$325,012 50**
ROSION CONTROL ITEMS											
20	1	L S	Pollution Prevention Implementation including Maintenance Permitting Inspections and Reporting for all Pollution Prevention Measures as shown on the plans Complete in Place	$3 000 00	$3,000 00	$1 800 00	$1 800 00	$2 000 00	$2 000 00	$1 500 00	$1 500 00
21	350	L F	Furnish and Install Reinforced Fabric Barrier, Complete in Place	$3 00	$1 050 00	$1 50	$525 00	$4 00	$1 400 00	$1 50	$525 00

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Item No	Qty.	Unit	Description of Item with Unit Price Written in Words	RW Lucas Construction, LLC Unit Price	RW Lucas Construction, LLC Total Cost	AAA Asphalt Paving, Inc Unit Price	AAA Asphalt Paving, Inc Total Cost	GW Phillips Construction, Inc. Unit Price	GW Phillips Construction, Inc. Total Cost	Conrad Construction Co Ltd Unit Price	Conrad Construction Co Ltd Total Cost
22	1.5	AC	Furnish and Install Broadcast Seeding Complete in Place	$1 000 00	$1,500 00	$665 00	$997 50	$2 000 00	$3 000 00	$650 00	$975 00
23	60	LF	Furnish and Install Inlet Protection Barrier - Stage II, Complete in Place	$5 00	$300 00	$3 00	$180 00	$6 00	$360 00	$45 00	$2 700 00
SUBTOTAL EROSION CONTROL ITEMS					**$5,850 00**		**$3,502.50**		**$6,760 00**		**$5,700 00**
DRAINAGE ITEMS											
24	4 200	LF	Clean and Reshape Ditches Complete in Place	$5 00	$21,000 00	$6 00	$25 200 00	$5 00	$21 000 00	$5 00	$21 000 00
SUBTOTAL DRAINAGE ITEMS.					**$21,000 00**		**$25,200 00**		**$21,000 00**		**$21,000.00**
MISCELLANEOUS ITEMS:											
25	2	EA	Furnish and Install Project Sign Complete in Place	$1 000 00	$2 000 00	$850 00	$1 700 00	$650 00	$1,300 00	$850 00	$1 700 00
26	3	MO	Furnish Install and Maintain Traffic Control Devices and Appurtenances in Accordance with the Texas Manual on Uniform Traffic Control Devices (Latest Edition) Complete in Place	$2,000 00	$6 000 00	$2 500 00	$7 500 00	$5 000 00	$15,000 00	$2 450 00	$7 350 00
SUBTOTAL MISCELLANEOUS ITEMS					**$8,000 00**		**$9,200 00**		**$16,300.00**		**$9,050 00**
EXTRA WORK ITEMS (To be used only as directed by the Engineer.)											
27	250	SY	Furnish and Install Block Sodding as Directed by Engineer, Complete in Place	$2 50	$625 00	$3 50	$875 00	$3 50	$875 00	$3 50	$875 00
28	120	MG	Furnish and Perform Vegetative Watering as Directed by the Engineer Complete in Place	$50 00	$6,000 00	$50 00	$6,000 00	$50 00	$6,000 00	$50 00	$6,000 00
29	50	CY	Extra Select Backfill as Directed by the Engineer Complete in Place	$15 00	$750 00	$15 00	$750 00	$15 00	$750 00	$15 00	$750 00
30	50	CY	Extra Bank-Sand Backfill as Directed by Engineer Complete in Place	$18 00	$900 00	$18 00	$900 00	$18 00	$900 00	$16 00	$900 00
31	1 000	LBS	Extra Steel Reinforcing as Directed by Engineer Complete in Place	$0 50	$500 00	$0 50	$500 00	$0 50	$500 00	$0 50	$500 00

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Item No	Qty	Unit	Description of Item with Unit Price Written in Words	RW Lucas Construction, LLC Unit Price	RW Lucas Construction, LLC Total Cost	AAA Asphalt Paving, Inc Unit Price	AAA Asphalt Paving, Inc Total Cost	GW Phillips Construction Inc Unit Price	GW Phillips Construction Inc Total Cost	Conrad Construction Co , Ltd. Unit Price	Conrad Construction Co , Ltd. Total Cost
32	100	C Y	Extra Haul and Disposal of Excavated Material Complete in Place	$12 00	$1 200 00	$12 00	$1,200 00	$12 00	$1 200 00	$12 00	$1,200 00
33	25	C Y	Extra Class "A" Concrete including Forming Complete in Place	$325 00	$8 125 00	$325 00	$8 125 00	$325 00	$8,125 00	$325 00	$8 125 00
34	100	C Y	Extra Machine Excavation as Directed by Engineer Complete in Place	$10 00	$1,000 00	$10 00	$1,000 00	$10 00	$1 000 00	$10 00	$1,000 00
35	100	C Y	Extra Hand Excavation as Directed by Engineer Complete in Place	$15 00	$1 500 00	$15 00	$1 500 00	$20 00	$2 000 00	$15 00	$1 500 00
UBTOTAL EXTRA WORK ITEMS					**$20,600 00**		**$20,850 00**		**$21,350 00**		**$20,850 00**
OTAL AMOUNT ALTERNATE BID					**$350,815.00**		**$330,161.50**		**$394,584 50**		**$455,722.50**

* = Bidder Mathmatical Error
*+ = Bidder Written Word Error

BID TAB

COUNTY OF GALVESTON

HANSON DRIVE IMPROVEMENTS
(From F M 2004 to Kemah City Limits)

JOB NO 1306-004-00 CONTRACT NO 1
Bids Opened July 28 2011 at 2 00 p m

Item No	Qty	Unit	Description of Item with Unit Price Written in Words	RW Lucas Construction, LLC Unit Price	RW Lucas Construction, LLC Total Cost	AAA Asphalt Paving, Inc Unit Price	AAA Asphalt Paving, Inc Total Cost	GW Phillips Construction, Inc. Unit Price	GW Phillips Construction, Inc. Total Cost	Metro City Construction, L P Unit Price	Metro City Construction, L P Total Cost	Conrad Construction Co, Ltd Unit Price	Conrad Construction Co, Ltd Total Cost
EARTHWORK ITEMS													
1	5	STA	Preparing of Right-of-Way for Construction, Complete in Place	$5,000 00	$25,000 00	$2 500 00	$12 500 00	$4,000 00	$20 000 00	$5 600 00	$28 000 00	$8 300 00	$41 500 00
2	4 800	S Y	Remove and Dispose of Existing Asphalt Pavement and Rigid or Flexible Base Material (All Depths), Complete in Place	$2 00	$9 600 00	$3 50	$16,800 00	$3 60	$17 280 00	$2 20	$10 560 00	$3 00	$14 400 00
3	360	S Y	Remove and Dispose of Existing Concrete Pavements (All Depths) Complete in Place	$3 00	$1,080 00	$5 50	$1 980 00	$4 50	$1 620 00	$2 20	$792 00	$5 00	$1,800 00
4	900	C Y	Excavation and Legal Disposal Off-Site Complete in Place	$10 00	$9 000 00	$10 00	$9 000 00	$13 00	$11 700 00	$10 00	$9 000 00	$12 00	$10,800 00
SUBTOTAL EARTHWORK ITEMS.					$44,680.00		$40,280.00		$50,600 00		$48,352 00		$68,500 00
PAVING ITEMS*													
5	5 850	S Y	Prepare and Compact 6-Inch Lime Stabilized Subgrade Complete in Place	$6 60	$38 610 00	$3 25	$19 012 50	$4 50	$26 325 00	$2 05	$11 992 50	$3 00	$17 550 00
6	95	TON	Furnish Lime (6% by Dry Weight), Complete in Place	$145 00	$13 775 00	$145 00	$13 775 00	$160 00	$15,200 00	$152 00	$14 440 00	$152 00	$14 440 00
7	570	S Y	Furnish and Install 2-Inch Temporary Asphalt Pavement on Select Fill Complete in Place	$1 00	$570 00	$12 00	$6 840 00	$4 50	$2 565 00	$44 00	$25 080 00	$45 00	$25 650 00
8	5 400	S Y	Furnish and Install 8-Inch Reinforced Concrete Pavement Complete in Place	$34 00	$183 600 00	$35 75	$193,050 00	$33 00	$178 200 00	$37 50	$202 500 00	$34 00	$183,600 00
9	550	S Y	Construct and Pave 7-Inch Concrete Driveways Complete in Place	$40 00	$22 000 00	$60 00	$33 000 00	$36 00	$19 800 00	$50 00	$27 500 00	$45 00	$24 750 00
10	8	EA	Furnish and Install Roadside Delineator Complete in Place	$50 00	$400 00	$200 00	$1 600 00	$1 000 00	$8 000 00	$87 00	$696 00	$200 00	$1 600 00

* – Bidder Mathmatical Error
** – Bidder Written Word Error

Item No.	Qty.	Unit	Description of Item with Unit Price Written in Words	RW Lucas Construction, LLC Unit Price	RW Lucas Construction, LLC Total Cost	AAA Asphalt Paving, Inc Unit Price	AAA Asphalt Paving, Inc Total Cost	GW Phillips Construction, Inc Unit Price	GW Phillips Construction, Inc Total Cost	Metro City Construction, LP Unit Price	Metro City Construction, LP Total Cost	Conrad Construction Co., Ltd Unit Price	Conrad Construction Co., Ltd Total Cost
11	630	LF	Furnish and Install Reflectorized Pavement Markings - Type I 4-Inch Yellow Dashed Complete in Place	$0.50	$315.00	$0.55	$346.50	$0.75	$472.50	$0.80	$504.00	$0.75	$472.50
12	1,600	LF	Furnish and Install Reflectorized Pavement Markings - Type I 8-Inch White Solid Complete in Place	$1.00	$1,600.00	$1.20	$1,920.00	$1.50	$2,400.00	$1.70	$2,720.00	$1.25	$2,000.00
13	4,400	LF	Furnish and Install Reflectorized Pavement Markings - Type I 4-Inch White Solid Complete in Place	$0.50	$2,200.00	$0.55	$2,420.00	$0.75	$3,300.00	$0.80	$3,520.00	$0.60	$2,640.00
14	120	EA	Furnish and Install 4-inch Square Pavement Marker (Type II-A/A) Complete in Place	$5.00	$600.00	$4.05	$486.00	$4.00	$480.00	$5.00	$600.00	$4.00	$480.00
15	5	EA	Furnish and Install 4-Inch Square Pavement Marker (Type C88 Blue) Complete in Place	$5.00	$25.00	$5.80	$29.00	$6.00	$30.00	$5.60	$28.00	$6.00	$30.00
SUBTOTAL PAVING ITEMS					**$263,695.00**		**$272,479.00**		**$256,772.50**		**$289,580.50**		**$273,212.50**
EROSION CONTROL ITEMS													
16	1	LS	Pollution Prevention Implementation including Maintenance, Permitting, Inspections, and Reporting for all Pollution Prevention Measures as shown on the plans Complete in Place	$3,000.00	$3,000.00	$1,800.00	$1,800.00	$2,000.00	$2,000.00	$2,200.00	$2,200.00	$1,500.00	$1,500.00
17	350	LF	Furnish and Install Reinforced Fabric Barrier Complete in Place	$3.00	$1,050.00	$1.50	$525.00	$4.00	$1,400.00	$1.70	$595.00	$1.50	$525.00
18	1.5	AC	Furnish and Install Broadcast Seeding Complete in Place	$1,000.00	$1,500.00	$665.00	$997.50	$2,000.00	$3,000.00 *	$765.00	$1,147.50	$650.00	$975.00
19	60	LF	Furnish and Install Inlet Protection Barrier Stage II Complete in Place	$5.00	$300.00	$3.00	$180.00	$6.00	$360.00	$12.00	$720.00	$45.00	$2,700.00
SUBTOTAL EROSION CONTROL ITEMS:					**$5,850.00**		**$3,502.50**		**$6,760.00**		**$4,662.50**		**$5,700.00**
DRAINAGE ITEMS													
20	4,200	LF	Clean and Reshape Ditches, Complete in Place	$5.00	$21,000.00	$6.00	$25,200.00	$5.00	$21,000.00	$5.50	$23,100.00	$5.00	$21,000.00
SUBTOTAL DRAINAGE ITEMS					**$21,000.00**		**$25,200.00**		**$21,000.00**		**$23,100.00**		**$21,000.00**

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Item No	Qty	Unit	Description of Item with Unit Price Written in Words	RW Lucas Construction, LLC Unit Price	RW Lucas Construction, LLC Total Cost	AAA Asphalt Paving, Inc Unit Price	AAA Asphalt Paving, Inc Total Cost	GW Phillips Construction, Inc Unit Price	GW Phillips Construction, Inc Total Cost	Metro City Construction, LP Unit Price	Metro City Construction, LP Total Cost	Conrad Construction Co., Ltd Unit Price	Conrad Construction Co., Ltd Total Cost
MISCELLANEOUS ITEMS.													
21	2	EA	Furnish and Install Project Sign Complete in Place	$1 000 00	$2 000 00	$850 00	$1 700 00	$650 00	$1 300 00	$900 00	$1 800 00	$850 00	$1 700 00
22	3	MO	Furnish Install and Maintain Traffic Control Devices and Appurtenances in Accordance with the Texas Manual on Uniform Traffic Control Devices (Latest Edition) Complete in Place	$2 000 00	$6 000 00	$2 500 00	$7 500 00	$5,000 00	$15 000 00	$2,200 00	$6 600 00	$2 450 00	$7 350 00
SUBTOTAL MISCELLANEOUS ITEMS.					**$8,000 00**		**$9,200 00**		**$16,300.00**		**$8,400 00**		**$9,050 00**
EXTRA WORK ITEMS (To be used only as directed by the Engineer.)													
23	250	SY	Furnish and Install Block Sodding as Directed by Engineer, Complete in Place	$4 00	$1 000 00	$3 50	$875 00	$3 50	$875 00	$3 60	$900 00	$3 50	$875 00
24	120	MO	Furnish and Perform Vegetative Watering as Directed by the Engineer Complete in Place	$50 00	$6,000 00	$50 00	$6 000 00	$50 00	$6 000 00	$50 00	$6 000 00	$50 00	$6 000 00
25	50	CY	Extra Select Backfill as Directed by the Engineer Complete in Place	$15 00	$750 00	$15 00	$750 00	$15 00	$750 00	$15 00	$750 00	$15 00	$750 00
26	50	CY	Extra Bank-Sand Backfill as Directed by Engineer Complete in Place	$18 00	$900 00	$18 00	$900 00	$18 00	$900 00	$18 00	$900 00	$18 00	$900 00
27	1 000	LBS	Extra Steel Reinforcing as Directed by Engineer Complete in Place	$0 50	$500 00	$0 50	$500 00	$0 50	$500 00	$0 50	$500 00	$0 50	$500 00
28	100	CY	Extra Haul and Disposal of Excavated Material Complete in Place	$12 00	$1,200 00	$12 00	$1 200 00	$12 00	$1,200 00	$12 00	$1 200 00	$12 00	$1 200 00
29	25	CY	Extra Class "A" Concrete including Forming Complete in Place	$325 00	$8,125 00	$325 00	$8,125 00	$325 00	$8 125 00	$325 00	$8 125 00	$325 00	$8 125 00
30	100	CY	Extra Machine Excavation as Directed by Engineer Complete in Place	$10 00	$1 000 00	$10 00	$1 000 00 *	$10 00	$1 000 00	$10 00	$1 000 00	$10 00	$1 000 00
31	100	CY	Extra Hand Excavation as Directed by Engineer Complete in Place	$15 00	$1 500 00	$15 00	$1 500 00 *	$20 00	$2 000 00	$15 00	$1 500 00	$15 00	$1 500 00
SUBTOTAL EXTRA WORK ITEMS					**$20,975 00**		**$20,850 00**		**$21,350 00**		**$20,875 00**		**$20,850 00**
TOTAL AMOUNT BASE BID					**$364,200 00**		**$371,511.50 ***		**$372,782.50 ***		**$394,970.00**		**$398,312 50**

* = Bidder Mathmatical Error
** - Bidder Written Word Error

THE COUNTY OF GALVESTON

Office of the County Engineer

123 ROSENBERG, SUITE 4157
GALVESTON, TX 77550
(409) 770-5554 (409) 770-5549 (281) 316-8300
FAX (409) 770-5559

G. MICHAEL FITZGERALD, P E.
COUNTY ENGINEER

June 16, 2010

Karen Mericle
City Secretary
City of Clear Lake Shores
1006 South Shore Dr
Clear Lake Shores, Texas 77565

Re: Road Bonds Interlocal Agreement

Dear Ms Mericle,

Enclosed is your signed copy of the above mentioned agreement.

Very truly yours,

G. M Fitzgerald

G. Michael Fitzgerald, P.E
Galveston County Engineer

W:\roadbonds\06 city of clearlakeshores mericle\6 16 3

The State of Texas	§
	§
County of Galveston	§

Interlocal Agreement to Partially Fund Improvements to a City Street known as Hansen Road within the City Limits of Clear Lake Shores, Texas

This Agreement is entered into pursuant to Chapter 791 Texas Government Code and Transportation Code §251 012. It is by and between the **County of Galveston** and the **City of Clear Lake Shores,** both of which are political subdivisions of the State of Texas.

I. Preamble

The Parties agree:

- The County allocated $400,000 in road funds to be used as the County's share for road improvements in the City of Clear Lake Shores.

II. Project

The City has selected Hansen Road as the first project to be implemented. The project consists of replacing and widening the pavement of Hansen Road from FM 2094 to the City limits with concrete or asphalt pavement. Both concrete and asphalt options will be designed and bid and the city will select the option it prefers.

III. City Approval

- As required by the **Texas Transportation code §251.02** the City gives its approval to the County to finance the Project up to the limits established herein.

IV. Payment

- The County will partially finance a share of the Project up to a maximum expenditure of $400,000. The City will be responsible to provide funding for or obtain funding from other outside sources for all additional Project costs, if any Nothing herein however, shall preclude the County form providing additional funds for this Project, but the County shall be under no obligation to do so

- If any of the $400,000 County funding remains after Hansen Road is complete the City may apply these funds to additional road projects within the City

V. Duties

5 1 The County will

- Design, construct, and manage the project per the City's requirements
- Furnish the City with a set of plans and specifications.
- Transfer any and all warranties to the City
- Resolve any disputes with contractor(s)

5.2 The City will·

- Deal with local citizen issues and questions during design and construction
- Provide any necessary Right of Way
- After completion of the Project, be responsible for such maintenance and upkeep as is required to keep the Project properly functioning

VI. Completion of Project

- Upon completion and acceptance of this Project the County's responsibility under this Agreement ends

VII. General Provisions:

- Anything in this Agreement to the contrary notwithstanding, a) in no event shall any provision of this Agreement be construed to impose, create or increase any liability to any third party whatsoever; and b) in no manner shall this Agreement be construed to operate for the benefit of any third party.
- This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties representing the within subject matter.
- Each party represents that it has full authorization to enter into this Agreement as required by law
- The parties agree to pay any payments made pursuant to this Agreement from current revenues.
- This Agreement may be executed in multiple originals.
- In case any one or more of the provisions contained in the Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such fact shall not affect any other provision thereof and this Agreement shall be construed as if the stricken provision had never been contained herein.
- Each party to this Agreement agrees that in any legal action brought hereunder, venue shall lie in Galveston County, Texas. The validity of this Agreement and of its terms and provision, as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas.
- It is expressly understood and agreed that under this Agreement neither party waives, not shall be deemed to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and

functions.

Executed this 16th day of June, 2010.

County of Galveston

By: _____
James D. Yarbrough
County Judge

Attest:

_____
Mary Ann Daigle
County Clerk

Executed this 18th day of May, 2010.

City of Clear Lake Shores

By: _____
Vern Johnson
Mayor

Attest:

_____
City Secretary

INVOICE

August 31, 2011

From: Galveston County Engineer
722 Moody, 1st Floor
Galveston, Texas 77550
Phone (409) 770-5399 / Fax (409) 770-5557
Email· Elizabeth robertson@co galveston.tx.us

To: City of Clear Lake Shores
Attn· Paul Shelley
1006 South Shore Dr
Clear Lake Shores, Texas 77565

For: City of Clear Lake Shores share of the Hanson Road project per the interlocal agreement dated June 16, 2010

Amount: **$90,200.00**

Please send check to **Galveston County Engineer**
722 Moody
Galveston, Texas 77550

THE CITY OF CLEAR LAKE SHORES
ROADS & DRAINAGE
1006 S Shore Dr
Clear Lake Shores, TX 77565-2490

WELLS FARGO BANK, N.A.
www.wellsfargo.com
37-65/1119

2138

09/01/2011

/ TO THE DER OF Galveston County $ **90,200 00

Ninety Thousand Two Hundred and 00/100********** DOLLARS

Galveston County Engineer
722 Moody, 1st Floor
Galveston, Tx 77550
409-770-5399

MO Hansen Road portion per Interlocal Agreement dated

AUTHORIZED SIGNATURE

Details on Back. Security Features Included

⑈0000002138⑈ ⑆111900659⑆ 8147520251⑈

THE CITY OF CLEAR LAKE SHORES ROAS & DRAINAGE 2138

Galveston County		09/01/2011	
R-7007	Hansen Road Improvements	Hansen Road portion per Interlocal Agreement dated	90,200 00

THE COUNTY OF GALVESTON

Office of the County Engineer

722 MOODY
GALVESTON, TX 77550
(409) 770-5554 (409) 770-5549 (281) 316-8300
FAX (409) 770-5559

August 1, 2011

Via Fax 281-334-2866

Mayor Vern Johnson
City of Clear Lake Shores
1006 South Shore Drive
Clear Lake Shores, TX 77565

RE: Hansen Road Bids

Dear Mayor Johnson,

Attached is a copy of the bids for Hansen Road and the interlocal agreement between the city and county for this project

Please note the low bid for concrete is $364,200 00 and the low bid for asphalt is $330,161 50. The bids are good until September 28, 2011 According to the interlocal agreement the city is responsible for costs exceeding the county bond amount. The county bond amount was $400,000.00 with a current balance of $274,000.00 after engineering expenses The county will need to award the bid before September 28th (date bids expire).

If the city elects to move forward with the project we will need a check payable to Galveston County for the shortfall. The check will need to be here on or before September 20th so the commissioners court can award the construction contract no later than their September 27th meeting. If the city selects concrete the shortfall is $90,200 ($364,200 - $274,000) If the city selects asphalt the shortfall is $56,161 ($330,161 – $274,000)

Please call or email me with any questions My email is Mike Fitzgerald@co galveston tx.us.

Sincerely,

Mike Fitzgerald P E.
Galveston County Engineer

Cc County Judge
County Commissioner's
En bid tabulations and interlocal agreement

COPY

BID NUMBER B111048

BID PROPOSAL

The bidder hereby proposes to furnish all labor, material, equipment and incidentals for

HANSON ROAD IMPROVEMENTS
(From F.M. 2094 to Kemah City Limits)
PATE JOB No. 1306-004-00
Galveston County, Texas

Enclosed is a Certified Check, Cashier's Check or Bid Bond in the sum of 5% of the greatest amount bid

Bidder agrees to perform in accordance with the requirements of the contract documents in consideration of payment by the County of the prices in this proposal

IN CASE OF DISCREPANCY BETWEEN UNIT PRICES AND EXTENDED PRICES, UNIT PRICES WILL GOVERN.

Base Bid AND Alternate Bid must be completely filled out in ink or typewritten with any necessary supplemental information attached.

The undersigned hereby agrees to all of the foregoing terms and provisions and to all terms and provisions of the contract, if awarded, which includes all provisions of Sections I - VII of this bid package

BIDDER	RW Lucas Construction, LLC
SIGNATURE	
PRINT NAME	Ryan Lucas
TITLE	President
ADDRESS	551 C League City Parkway
CITY, STATE	League City, Texas
ZIP	77573
TELEPHONE	281-316-9990
FAX NO	281-316-6087
DATE	July 28, 2011
TAX I D. No	27-3076189

BID SHEET

COUNTY OF GALVESTON

HANSON DRIVE IMPROVEMENTS
(From F. M. 2094 to Kemah City Limits)
BASE BID

PATE JOB NO. 1306-004-00
GALVESTON COUNTY, TEXAS

Item No	Spec. No.	Qty	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
EARTHWORK ITEMS						
1	100	5	STA	Preparing of Right-of-Way for Construction, Complete in Place.		
				@ Five thousand dollars zero cents Per Station	$ 5,000 00	$ 25,000 00
2	105	4,800	S Y	Remove and Dispose of Existing Asphalt Pavement and Rigid or Flexible Base Material (All Depths), Complete in Place		
				@ Two dollars zero cents Per Square Yard	$ 2 00	$ 9,600 00
3	104	360	S Y	Remove and Dispose of Existing Concrete Pavements (All Depths), Complete in Place.		
				@ Three dollars zero cents Per Square Yard	$ 3 00	$ 1,080 00
4	110	900	C Y	Excavation and Legal Disposal Off-Site, Complete in Place.		
				@ Ten dollars zero cents Per Cubic Yard	$ 10 00	$ 9 000 00
SUBTOTAL EARTHWORK ITEMS						$ 44,680 00

Base Bid Sheet Must Be Initialed By Same Person As Proposal (RL)

Item No	Spec No	Qty.	Unit	Description of Item with Unit Price Written In Words	Unit Price	Total Cost
PAVING ITEMS						
5	260	5,850	S Y	Prepare and Compact 6-Inch Lime Stabilized Subgrade, Complete in Place @ Six dollars sixty cents Per Square Yard	$ 6 60	$ 38,610 00
6	260	95	TON	Furnish Lime (6% by Dry Weight), Complete in Place @ One hundred forty five dollars zero cents Per Ton	$ 145 00	$ 13 775 00
7	132/334	570	S Y	Furnish and Install 2-Inch Temporary Asphalt Pavement on Select Fill, Complete in Place @ One dollar zero cents Per Square Yard	$ 1 00	$ 570 00
8	360/421/440	5,400	S Y	Furnish and Install 8-Inch Reinforced Concrete Pavement, Complete in Place @ Thirty four dollars zero cents Per Square Yard	$ 34 00	$ 183,600 00
9	260/360/421/ 440/530	550	S Y	Construct and Pave 7-Inch Concrete Driveways, Complete in Place @ Forty dollars zero cents Per Square Yard	$ 40.00	$ 22 000 00

Base Bid Sheet Must Be Initialed By Same Person As Proposal (RL)

Item No.	Spec. No.	Qty	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
10	658	8	EA	Furnish and Install Roadside Delineator, Complete in Place @ Fifty dollars zero cents Per Each	$50 00	$400 00
11	666	630	L F.	Furnish and Install Reflectorized Pavement Markings - Type I, 4-Inch Yellow Dashed, Complete in Place. @ zero dollars fifty cents Per Linear Foot	$0 50	$315 00
12	666	1,600	L F	Furnish and Install Reflectorized Pavement Markings - Type I, 8-Inch White Solid, Complete in Place @ One dollar zero cents Per Linear Foot	$1 00	$ 1,600 00
13	666	4,400	L F	Furnish and Install Reflectorized Pavement Markings - Type I 4-Inch White Solid, Complete in Place @ zero dollars fifty cents Per Linear Foot	$0 50	$2 200 00
14	672	120	EA	Furnish and Install 4-Inch Square Pavement Marker (Type II-A/A), Complete in Place· @ Five dollars zero cents Per Each	$5 00	$600 00

Base Bid Sheet Must Be Initialed By Same Person As Proposal (RG)

Item No	Spec. No.	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
15	672	5	EA.	Furnish and Install 4-Inch Square Pavement Marker (Type C88 Blue), Complete in Place		
				@ Five dollars zero cents Per Each	$ 5 00	$ 25 00
SUBTOTAL PAVING ITEMS						$ 263,695 00
EROSION CONTROL ITEMS						
16	506	1	L S	Pollution Prevention Implementation including Maintenance, Permitting, Inspections, and Reporting for all Pollution Prevention Measures as shown on the plans, Complete in Place.		
				@ Three thousand dollars zero cents Per Lump Sum	$ 3 000 00	$ 3 000 00
17	506	350	L.F	Furnish and Install Reinforced Fabric Barrier, Complete in Place		
				@ Three dollars zero cents Per Linear Foot	$ 3 00	$ 1,050 00
18	164	1 5	AC	Furnish and Install Broadcast Seeding, Complete in Place		
				@ One thousand dollars zero cents Per Acre	$ 1,000.00	$ 1,500 00
19	506	60	L.F	Furnish and Install Inlet Protection Barrier - Stage II, Complete in Place		
				@ Five dollars zero cents Per Linear Foot	$ 5 00	$ 300 00
SUBTOTAL EROSION CONTROL ITEMS						$ 5,850 00

Base Bid Sheet Must Be Initialed By Same Person As Proposal (RL)

Item No.	Spec. No.	Qty	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
DRAINAGE ITEMS						
20	760	4,200	L F	Clean and Reshape Ditches, Complete in Place		
				@ Five dollars zero cents Per Linear Foot	$ 5 00	$ 21,000 00
SUBTOTAL DRAINAGE ITEMS:						$ 21,000 00
MISCELLANEOUS ITEMS:						
21	502	2	EA	Furnish and Install Project Sign, Complete in Place		
				@ One thousand dollars zero cents Per Each	$ 1,000 00	$ 2,000 00
22	502/508/510	3	MO	Furnish, Install, and Maintain Traffic Control Devices and Appurtenances in Accordance with the Texas Manual on Uniform Traffic Control Devices (Latest Edition), Complete in Place		
				@ Two thousand dollars zero cents Per Month	$ 2,000.00	$ 6,000 00
SUBTOTAL MISCELLANEOUS ITEMS						$ 8,000 00
EXTRA WORK ITEMS: (To be used only as directed by the Engineer)						
23	162	250	S Y	Furnish and Install Block Sodding as Directed by Engineer, Complete in Place		
				@ Four dollars zero cents Per Square Yard	$ 4 00 ($2 50)*	$ 1,000 00

Base Bid Sheet Must Be Initialed By Same Person As Proposal (RL)

Item No	Spec. No	Qty	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
24	168	120	M.G	Furnish and Perform Vegetative Watering, as Directed by the Engineer, Complete in Place @ Fifty dollars zero cents Per Thousand Gallon	$ 50 00 ($50 00)*	$ 6,000 00
25	400	50	C Y	Extra Select Backfill as Directed by the Engineer, Complete in Place. @ Fifteen dollars zero cents Per Cubic Yard	$ 15 00 ($15 00)*	$ 750 00
26	400	50	C Y	Extra Bank-Sand Backfill as Directed by Engineer, Complete in Place @ Eighteen dollars zero cents Per Cubic Yard	$ 18 00 ($18 00)*	$ 900 00
27	440	1,000	LBS	Extra Steel Reinforcing as Directed by Engineer, Complete in Place @ zero dollars fifty cents Per Pound	$ 0 50 ($0 50)*	$ 500 00
28	110	100	C Y	Extra Haul and Disposal of Excavated Material, Complete in Place @ Twelve dollars zero cents Per Cubic Yard	$ 12 00 ($12.00)*	$ 1,200 00
29	420	25	C.Y	Extra Class "A" Concrete including Forming, Complete in Place @ Three hundred twenty five dollars zero cents Per Cubic Yard	$ 325 00 ($325 00)*	$ 8,125 00

Base Bid Sheet Must Be Initialed By Same Person As Proposal (RL)

Item No	Spec. No	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
30	110	100	C.Y	Extra Machine Excavation as Directed by Engineer, Complete in Place		
				@ Ten dollars zero cents Per Cubic Yard	$ 10 00 ($10 00)*	$ 1,000 00
31	110	100	C Y	Extra Hand Excavation as Directed by Engineer, Complete in Place		
				@ Fifteen dollars zero cents Per Cubic Yard	$ 15 00 ($15 00)*	$ 1,500 00

SUBTOTAL EXTRA WORK ITEMS $ 20 975 00

TOTAL AMOUNT $ 364,200 00

INCIDENTALS All items of work required under this Contract not specifically called for in the Proposal as pay items shall be considered incidental to the various bid items and no separate payment shall be made for same.

The undersigned (Contractor) represents and warrants that (1) all tangible personal property identified as 'materials' in this Proposal will be incorporated into the Project, subject only to field adjustments as to quantities, (2) the prices of such material are exclusive of sales and use taxes, and (3) all sales and use taxes regarding tangible personal property not incorporated into the work are the sole responsibility of the Contractor and the Contractor has paid or will pay such taxes regarding such property

Acknowledge Receipt of Addendum Nos 1, ____, ____ (initial)

ALL BID PRICES SHALL INCLUDE ALL APPLICABLE SALES TAX

*Minimum allowable bid price Bidder may choose to quote a higher price

Base Bid Sheet Must Be Initialed By Same Person As Proposal (RL)

BID SHEET

COUNTY OF GALVESTON

HANSON DRIVE IMPROVEMENTS
(From F. M. 2094 to Kemah City Limits)
ALTERNATE BID

PATE JOB NO 1306-004-00
GALVESTON COUNTY, TEXAS

Item No.	Spec. No.	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
EARTHWORK ITEMS						
1	100	5	STA	Preparing of Right-of-Way for Construction, Complete in Place		
				@ Five thousand dollars zero cents Per Station	$ 5,000 00	$ 25 000 00
2	105	5,470	S.Y	Remove and Dispose of Existing Asphalt Pavement and Rigid or Flexible Base Material (All Depths) Complete in Place		
				@ Two dollars zero cents Per Square Yard	$ 2 00	$ 10,940 00
3	104	360	S.Y	Remove and Dispose of Existing Concrete Pavements (All Depths), Complete in Place		
				@ Three dollars zero cents Per Square Yard	$ 3 00	$ 1,080 00
4	110	1,200	C Y	Excavation and Legal Disposal Off-Site, Complete in Place		
				@ Ten dollars zero cents Per Cubic Yard	$ 10.00	$ 12,000 00
SUBTOTAL EARTHWORK ITEMS						$ 49,020.00

Item No.	Spec. No.	Qty	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
PAVING ITEMS						
5	260	5,850	S Y	Furnish and Install 6-inch Lime Stabilized Subgrade, Complete in Place		
				@ Six dollars sixty cents Per Square Yard	$ 6 60	$38 610 00
6	260	95	TON	Furnish Lime (6% by Dry Weight), Complete in Place.		
				@ One hundred forty five dollars zero cents Per Ton	$ 145 00	$ 13 775 00
7	132/334	570	S.Y	Furnish and Install 2-Inch Temporary Asphalt Pavement on Select Fill, Complete in Place'		
				@ One dollar zero cents Per Square Yard	$ 1.00	$570 00
8	300/340	450	TON	Furnish and Install 1-1/2-Inch 'Type D' Dense-Graded HMAC Fine Surface Course, Complete in Place		
				@ Eighty five dollars zero cents Per Ton	$ 85 00	$ 38,250 00
9	300/340	450	TON	Furnish and Install 1-1/2-Inch 'Type B' Dense Graded HMAC, Fine Base Course, Complete in Place.		
				@ Eighty five dollars zero cents Per Ton	$ 85 00	$ 38,250.00
10	247/276	5,850	S Y	Furnish and Install 8-Inch Class L Cement Treated Base, 10% minimum Cement by weight, Complete in Place.		
				@ Fifteen dollars zero cents Per Square Yard	$ 15 00	$ 87,750 00

Item No.	Spec No	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
11	260/360/421/ 440/530	360	S Y	Construct and Pave Concrete Driveways (All Depths), Complete in Place		
				@ Forty five dollars zero cents Per Square Yard	$ 45 00	$ 16,200 00
12	247/275/316/ 340/530	70	S Y	Construct and Pave Asphalt Driveways (All Depths), Complete in Place		
				@ Sixty dollars zero cents Per Square Yard	$ 60 00	$ 4,200.00
13	132/247/275/ 316/530	120	S Y	Construct Gravel Driveways (All Depths), Complete in Place.		
				@ Thirty dollars zero cents Per Square Yard	$ 30 00	$ 3 600.00
14	658	8	EA	Furnish and Install Roadside Delineator, Complete in Place.		
				@ Fifty dollars zero cents Per Each	$ 50 00	$ 400 00
15	666	630	L F	Furnish and Install Reflectorized Pavement Markings - Type I, 4-Inch Yellow Dashed, Complete in Place.		
				@ Zero dollars fifty cents Per Linear Foot	$ 0.50	$ 315 00
16	666	1,600	L.F	Furnish and Install Reflectorized Pavement Markings - Type I, 8-Inch White Solid, Complete in Place		
				@ One dollar zero cents Per Linear Foot	$ 1 00	$ 1,600 00

Item No.	Spec. No.	Qty	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
17	666	4,400	L.F.	Furnish and Install Reflectorized Pavement Markings - Type I, 4-Inch White Solid, Complete in Place @ Zero dollars fifty cents Per Linear Foot	$ 0 50	$ 2,200 00
18	672	120	EA	Furnish and Install 4-inch Square Pavement Marker (Type II-A/A), Complete in Place· @ Five dollars zero cents Per Each	$ 5 00	$600 00
19	672	5	EA	Furnish and Install 4-Inch Square Pavement Marker (Type Blue C88), Complete in Place· @ Five dollars zero cents Per Each	$ 5 00	$ 25 00
SUBTOTAL PAVING ITEMS						$ 246,345 00
EROSION CONTROL ITEMS·						
20	506	1	L S.	Pollution Prevention Implementation including Maintenance, Permitting, Inspections, and Reporting for all Pollution Prevention Measures as shown on the plans, Complete in Place· @ Three thousand dollars zero cents Per Lump Sum	$ 3,000 00	$ 3,000 00
21	506	350	L F.	Furnish and Install Reinforced Fabric Barrier, Complete in Place. @ Three dollars zero cents Per Linear Foot	$ 3 00	$ 1,050.00

Item No	Spec No.	Qty	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
22	164	1 5	AC.	Furnish and Install Broadcast Seeding, Complete in Place		
				@ One thousand dollars zero cents Per Acre	$ 1 000 00	$ 1 500 00
23	506	60	L F	Furnish and Install Inlet Protection Barrier - Stage II, Complete in Place		
				@ Five dollars zero cents Per Linear Foot	$ 5 00	$ 300 00
SUBTOTAL EROSION CONTROL ITEMS						$ 5,850 00
DRAINAGE ITEMS.						
24	760	4,200	L F	Clean and Reshape Ditches, Complete in Place		
				@ Five dollars zero cents Per Linear Foot	$ 5 00	$ 21,000 00
SUBTOTAL DRAINAGE ITEMS.						$ 21 000 00
MISCELLANEOUS ITEMS.						
25	502	2	EA.	Furnish and Install Project Sign, Complete in Place		
				@ One thousand dollars zero cents Per Each	$ 1,000 00	$ 2 000 00
26	502/508/510	3	MO	Furnish, Install, and Maintain Traffic Control Devices and Appurtenances in Accordance with the Texas Manual on Uniform Traffic Control Devices (Latest Edition), Complete in Place		
				@ Two thousand dollars zero cents Per Month	$ 2,000 00	$ 6,000 00
SUBTOTAL MISCELLANEOUS ITEMS						$ 8,000.00

Item No.	Spec. No.	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
EXTRA WORK ITEMS: (To be used only as directed by the Engineer.)						
27	162	250	S Y	Furnish and Install Block Sodding as Directed by Engineer, Complete in Place.		
				@ Two dollars fifty cents Per Square Yard	$ 2.50 ($2.50)*	$ 625.00
28	168	120	M G	Furnish and Perform Vegetative Watering, as Directed by the Engineer, Complete in Place'		
				@ Fifty dollars zero cents Per Thousand Gallon	$ 50.00 ($50.00)*	$ 6,000.00
29	400	50	C Y	Extra Select Backfill as Directed by the Engineer, Complete in Place		
				@ Fifteen dollars zero cents Per Cubic Yard	$ 15.00 ($15.00)*	$ 750.00
30	400	50	C Y	Extra Bank-Sand Backfill as Directed by Engineer, Complete in Place		
				@ Eighteen dollars zero cents Per Cubic Yard	$ 18.00 ($18.00)*	$ 900.00
31	440	1,000	LBS	Extra Steel Reinforcing as Directed by Engineer, Complete in Place		
				@ Zero dollars fifty cents Per Pound	$ 0.50 ($0.50)*	$ 500.00
32	110	100	C Y	Extra Haul and Disposal of Excavated Material, Complete in Place		
				@ Twelve dollars zero cents Per Cubic Yard	$ 12.00 ($12.00)*	$ 1,200.00

Item No	Spec. No.	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
33	420	25	C Y	Extra Class "A" Concrete including Forming, Complete in Place		
				@ Three hundred twenty five dollars zero cents Per Cubic Yard	$ 325 00 ($325 00)*	$ 8,125 00
34	110	100	C Y	Extra Machine Excavation as Directed by Engineer, Complete in Place		
				@ Ten dollars zero cents Per Cubic Yard	$ 10.00 ($10 00)*	$ 1,000.00
35	110	100	C Y	Extra Hand Excavation as Directed by Engineer, Complete in Place'		
				@ Fifteen dollars zero cents Per Cubic Yard	$ 15 00 ($15 00)*	$ 1 500 00

SUBTOTAL EXTRA WORK ITEMS $ 20,600 00

TOTAL AMOUNT . . . . . $ 350,815 00

INCIDENTALS: All items of work required under this Contract not specifically called for in the Proposal as pay items shall be considered incidental to the various bid items and no separate payment shall be made for same.

The undersigned (Contractor) represents and warrants that (1) all tangible personal property identified as 'materials' in this Proposal will be incorporated into the Project, subject only to field adjustments as to quantities, (2) the prices of such material are exclusive of sales and use taxes, and (3) all sales and use taxes regarding tangible personal property not incorporated into the work are the sole responsibility of the Contractor and the Contractor has paid or will pay such taxes regarding such property RL

Acknowledge Receipt of Addendum Nos 1 , ____, ____ (initial).

ALL BID PRICES SHALL INCLUDE ALL APPLICABLE SALES TAX

*Minimum allowable bid price. Bidder may choose to quote a higher price.

BID NUMBER B111048

BID PROPOSAL

The bidder hereby proposes to furnish all labor, material, equipment and incidentals for:

HANSON ROAD IMPROVEMENTS
(From F.M. 2094 to Kemah City Limits)
PATE JOB No. 1306-004-00
Galveston County, Texas

Enclosed is a Certified Check, Cashier's Check or Bid Bond in the sum of 5% of the greatest amount bid.

Bidder agrees to perform in accordance with the requirements of the contract documents in consideration of payment by the County of the prices in this proposal.

IN CASE OF DISCREPANCY BETWEEN UNIT PRICES AND EXTENDED PRICES, UNIT PRICES WILL GOVERN.

Base Bid AND Alternate Bid must be completely filled out in ink or typewritten with any necessary supplemental information attached.

The undersigned hereby agrees to all of the foregoing terms and provisions and to all terms and provisions of the contract, if awarded, which includes all provisions of Sections I - VII of this bid package.

BIDDER	Metro City Construction, L P.
SIGNATURE	
PRINT NAME	Robert N. Smither
TITLE	Chief Estimator
ADDRESS	5715 Luce Street
CITY, STATE	Houston, Texas
ZIP	77087
TELEPHONE	713-943-0090
FAX NO	713-943-0092
DATE	7/28/2011
TAX I.D. No.	51-0446360

BID SHEET

COUNTY OF GALVESTON

HANSON DRIVE IMPROVEMENTS
(From F. M. 2094 to Kemah City Limits)
BASE BID

PATE JOB NO. 1306-004-00
GALVESTON COUNTY, TEXAS

Item No.	Spec. No.	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
EARTHWORK ITEMS						
1	100	5	STA	Preparing of Right-of-Way for Construction, Complete in Place @ Fifty Six Hundred Dollars and No Cents Per Station	$ 5,600 00	$ 5,600.00
2	105	4,800	S.Y	Remove and Dispose of Existing Asphalt Pavement and Rigid or Flexible Base Material (All Depths), Complete in Place: @ Two Dollars and Twenty Cents Per Square Yard	$ 2.20	$ 10,560 00
3	104	360	S.Y.	Remove and Dispose of Existing Concrete Pavements (All Depths), Complete in Place· @ Two Dollars and Twenty Cents Per Square Yard	$ 2.20	$ 792.00
4	110	900	C Y.	Excavation and Legal Disposal Off-Site, Complete in Place· @ Ten Dollars and No Cents Per Cubic Yard	$ 10.00	$ 9,000.00

SUBTOTAL EARTHWORK ITEMS: . . . . . $ 48,352.00

Base Bid Sheet Must Be Initialed By Same Person As Proposal RLS

Item No	Spec. No.	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
PAVING ITEMS						
5	260	5,850	S Y	Prepare and Compact 6-Inch Lime Stabilized Subgrade, Complete in Place· @ Two Dollars and Five Cents Per Square Yard	$ 2.05	$ 11,992.50
6	260	95	TON	Furnish Lime (6% by Dry Weight), Complete in Place· @ One Hundred Fifty Two Dollars and No Cents Per Ton	$ 152.00	$ 14,440.00
7	132/334	570	S.Y.	Furnish and Install 2-Inch Temporary Asphalt Pavement on Select Fill, Complete in Place· @ Forty Four Dollars and No Cents Per Square Yard	$ 44.00	$ 25,080.00
8	360/421/440	5,400	S.Y	Furnish and Install 8-Inch Reinforced Concrete Pavement, Complete in Place. @ Thirty Seven Dollars and Fifty Cents Per Square Yard	$ 37 50	$ 202,500.00
9	260/360/421/ 440/530	550	S.Y	Construct and Pave 7-Inch Concrete Driveways, Complete in Place. @ Fifty Dollars and No Cents Per Square Yard	$ 50.00	$ 27.500.00

Base Bid Sheet Must Be Initialed By Same Person As Proposal (NHJ)

Item No.	Spec. No.	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
10	658	8	EA.	Furnish and Install Roadside Delineator, Complete in Place @ Eighty Seven Dollars and No Cents Per Each	$ 87.00	$ 696 00
11	666	630	L.F.	Furnish and Install Reflectorized Pavement Markings - Type I, 4-Inch Yellow Dashed, Complete in Place: @ No Dollars and Eighty Cents Per Linear Foot	$ 0 80	$ 504 00
12	666	1,600	L F	Furnish and Install Reflectorized Pavement Markings - Type I, 8-Inch White Solid, Complete in Place: @ One Dollar and Seventy Cents Per Linear Foot	$ 1 70	$ 2,720 00
13	666	4,400	L.F.	Furnish and Install Reflectorized Pavement Markings - Type I 4-Inch White Solid, Complete in Place: @ No Dollars and Eighty Cents Per Linear Foot	$ 0 80	$ 3,520 00
14	672	120	EA.	Furnish and Install 4-Inch Square Pavement Marker (Type II-A/A), Complete in Place: @ Five Dollars and No Cents Per Each	$ 5.00	$ 600.00

Base Bid Sheet Must Be Initialed By Same Person As Proposal [illegible]

Item No.	Spec. No.	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
15	672	5	EA.	Furnish and Install 4-Inch Square Pavement Marker (Type C88 Blue), Complete in Place· @ Five Dollars and Sixty Cents Per Each	$ 5.60	$ 28,00
SUBTOTAL PAVING ITEMS.						$ 298,580.50
EROSION CONTROL ITEMS						
16	506	1	L.S	Pollution Prevention Implementation Including Maintenance, Permitting, Inspections, and Reporting for all Pollution Prevention Measures as shown on the plans, Complete in Place· @ Twenty Two Hundred Dollars and No Cents Per Lump Sum	$ 2,200 00	$ 2,200 00
17	506	350	L.F.	Furnish and Install Reinforced Fabric Barrier, Complete in Place· @ One Dollar and Seventy Cents Per Linear Foot	$ 1 70	$ 595 00
18	164	1.5	AC	Furnish and Install Broadcast Seeding, Complete in Place· @ Seven Hundred Sixty Five Dollars and No Cents Per Acre	$ 765.00	$ 1,147.50
19	506	60	L.F	Furnish and Install Inlet Protection Barrier - Stage II, Complete in Place. @ Twelve Dollars and No Cents Per Linear Foot	$ 12 00	$ 720.00
SUBTOTAL EROSION CONTROL ITEMS.						$ 4,662.50

Base Bid Sheet Must Be Initialed By Same Person As Proposal (RH)

Item No.	Spec. No.	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
DRAINAGE ITEMS.						
20	760	4,200	L.F.	Clean and Reshape Ditches, Complete in Place		
				@ Five Dollars and Fifty Cents Per Linear Foot	$ 5 50	$ 23,100.00
SUBTOTAL DRAINAGE ITEMS						$ 23,100.00
MISCELLANEOUS ITEMS.						
21	502	2	EA	Furnish and Install Project Sign, Complete in Place:		
				@ Nine Hundred Dollars and No Cents Per Each	$ 900 00	$ 1,800.00
22	502/508/510	3	MO.	Furnish, Install, and Maintain Traffic Control Devices and Appurtenances in Accordance with the Texas Manual on Uniform Traffic Control Devices (Latest Edition), Complete in Place.		
				@ Twenty Two Hundred Dollars and No Cents Per Month	$ 2,200.00	$ 6,600 00
SUBTOTAL MISCELLANEOUS ITEMS.						$ 8,400.00
EXTRA WORK ITEMS. (To be used only as directed by the Engineer.)						
23	162	250	S.Y.	Furnish and Install Block Sodding as Directed by Engineer, Complete in Place		
				@ Three Dollars and Sixty Cents Per Square Yard	$ 3.60 ($2 50)*	$ 900.00

Base Bid Sheet Must Be Initialed By Same Person As Proposal KAS

Item No.	Spec No.	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
24	168	120	M G	Furnish and Perform Vegetative Watering, as Directed by the Engineer, Complete in Place:		
				@ Fifty Dollars and No Cents Per Thousand Gallon	$ 50.00 ($50 00)*	$ 6,000 00
25	400	50	C Y	Extra Select Backfill as Directed by the Engineer, Complete in Place		
				@ Fifteen Dollars and No Cents Per Cubic Yard	$ 15.00 ($15.00)*	$ 750.00
26	400	50	C.Y	Extra Bank-Sand Backfill as Directed by Engineer, Complete in Place.		
				@ Eighteen Dollars and No Cents Per Cubic Yard	$ 18.00 ($18 00)*	$ 900 00
27	440	1,000	LBS.	Extra Steel Reinforcing as Directed by Engineer, Complete in Place·		
				@ No Dollars and Fifty Cents Per Pound	$ 0.50 ($0 50)*	$ 500 00
28	110	100	C.Y	Extra Haul and Disposal of Excavated Material, Complete in Place·		
				@ Twelve Dollars and No Cents Per Cubic Yard	$ 12 00 ($12 00)*	$1,200 00
29	420	25	C.Y.	Extra Class "A" Concrete Including Forming, Complete in Place.		
				@ Three Hundred Twenty Five Dollars and No Cents Per Cubic Yard	$ 325.00 ($325 00)*	$ 8,125.00

Base Bid Sheet Must Be Initialed By Same Person As Proposal RBJ

Item No.	Spec. No.	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
30	110	100	C.Y.	Extra Machine Excavation as Directed by Engineer, Complete in Place.		
				@ Ten Dollars and No Cents	$ 10.00 ($10.00)*	$ 1,000.00
				Per Cubic Yard		
31	110	100	C.Y	Extra Hand Excavation as Directed by Engineer, Complete in Place.		
				@ Fifteen Dollars and No Cents	$ 15.00 ($15 00)*	$ 1,500.00
				Per Cubic Yard		

SUBTOTAL EXTRA WORK ITEMS ..... $ 20,875.00

TOTAL AMOUNT ..... $ 394,970.00

INCIDENTALS: All items of work required under this Contract not specifically called for in the Proposal as pay items shall be considered incidental to the various bid items and no separate payment shall be made for same.

The undersigned (Contractor) represents and warrants that (1) all tangible personal property identified as 'materials' in this Proposal will be incorporated into the Project, subject only to field adjustments as to quantities, (2) the prices of such material are exclusive of sales and use taxes, and (3) all sales and use taxes regarding tangible personal property not incorporated into the work are the sole responsibility of the Contractor and the Contractor has paid or will pay such taxes regarding such property

Acknowledge Receipt of Addendum Nos rhl, ____, ____ (initial).

ALL BID PRICES SHALL INCLUDE ALL APPLICABLE SALES TAX.

*Minimum allowable bid price. Bidder may choose to quote a higher price.

Base Bid Sheet Must Be Initialed By Same Person As Proposal (rhl)

BID SHEET

COUNTY OF GALVESTON

HANSON DRIVE IMPROVEMENTS
(From F. M. 2094 to Kemah City Limits)
ALTERNATE BID

PATE JOB NO. 1306-004-00
GALVESTON COUNTY, TEXAS

Item No.	Spec. No.	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
EARTHWORK ITEMS:						
1	100	5	STA.	Preparing of Right-of-Way for Construction, Complete in Place		
				@ Fifty Six Hundred Dollars and No Cents	$ 5,600 00	$ 5,600.00
				Per Station		
2	105	5,470	S.Y.	Remove and Dispose of Existing Asphalt Pavement and Rigid or Flexible Base Material (All Depths) Complete in Place		
				@ Two Dollars and Twenty Cents	$ 2 20	$ 12,034.00
				Per Square Yard		
3	104	360	S.Y.	Remove and Dispose of Existing Concrete Pavements (All Depths), Complete in Place.		
				@ Two Dollars and Twenty Cents	$ 2 20	$ 792 00
				Per Square Yard		
4	110	1,200	C Y	Excavation and Legal Disposal Off-Site, Complete in Place.		
				@ Ten Dollars and No Cents	$ 10.00	$ 12,000.00
				Per Cubic Yard		
SUBTOTAL EARTHWORK ITEMS:						$ 52,826.00

Alternate Bid Sheet Must Be Initialed By Same Person As Proposal [illegible]

Item No.	Spec. No.	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
PAVING ITEMS:						
5	132/334	570	S Y	Furnish and Install 2-Inch Temporary Asphalt Pavement on Select Fill, Complete in Place @ Forty Four Dollars and No Cents Per Square Yard	$ 44.00	$ 25,080 00
6	300/340	450	TON	Furnish and Install 1-1/2-Inch 'Type D' Dense-Graded HMAC Fine Surface Course, Complete in Place @ One Hundred Thirty Dollars and No Cents Per Ton	$ 130 00	$ 58,500 00
7	300/340	450	TON	Furnish and Install 1-1/2-Inch 'Type B' Dense Graded HMAC, Fine Base Course, Complete in Place· @ Eighty Eight Dollars and No Cents Per Ton	$ 88 00	$ 39,600 00
8	247/276	5,850	S.Y.	Furnish and Install 8-Inch Class L Cement Treated Base, 10% minimum Cement by weight, Complete in Place· @ Twenty Four Dollars and No Cents Per Square Yard	$ 24 00	$ 140,400 00
9	260/360/421/ 440/530	360	S.Y	Construct and Pave Concrete Driveways (All Depths), Complete in Place @ Fifty Five Dollars and No Cents Per Square Yard	$ 55 00	$19,800 00

Alternate Bid Sheet Must Be Initialed By Same Person As Proposal (RW)

Item No.	Spec. No.	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
10	247/275/316/ 340/530	70	S Y	Construct and Pave Asphalt Driveways (All Depths), Complete in Place.		
				@ Fifty Four Dollars and No Cents	$ 54 00	$ 3,780 00
				Per Square Yard		
11	132/247/275/ 316/530	120	S.Y	Construct Gravel Driveways (All Depths), Complete in Place·		
				@ Twenty Two Dollars and No Cents	$ 22 00	$ 2,640 00
				Per Square Yard		
12	658	8	EA	Furnish and Install Roadside Delineator, Complete in Place		
				@ Eighty Eight Dollars and No Cents	$ 88 00	$ 704.00
				Per Each		
13	666	630	L.F.	Furnish and Install Reflectorized Pavement Markings - Type I, 4-Inch Yellow Dashed, Complete in Place:		
				@ No Dollars and Eighty Cents	$ 0.80	$ 504.00
				Per Linear Foot		
14	666	1,600	L.F.	Furnish and Install Reflectorized Pavement Markings - Type I, 8-Inch White Solid, Complete in Place.		
				@ One Dollar and Seventy Cents	$ 1.70	$ 2,720 00
				Per Linear Foot		
15	666	4,400	L.F.	Furnish and Install Reflectorized Pavement Markings - Type I, 4-Inch White Solid, Complete in Place		
				@ No Dollars and Eighty Cents	$ 0.80	$ 3,520.00
				Per Linear Foot		

Alternate Bid Sheet Must Be Initialed By Same Person As Proposal RGS

Item No.	Spec. No.	Qty	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
16	672	120	EA.	Furnish and Install 4-Inch Square Pavement Marker (Type II-A/A), Complete in Place @ Five Dollars and No Cents Per Each	$ 5.00	$ 600.00
17	672	5	EA.	Furnish and Install 4-Inch Square Pavement Marker (Type Blue C88), Complete in Place @ Five Dollars and Sixty Cents Per Each	$ 5.60	$ 28.00
SUBTOTAL PAVING ITEMS.						$ 297,876.00
EROSION CONTROL ITEMS						
18	506	1	L S	Pollution Prevention Implementation Including Maintenance, Permitting, Inspections, and Reporting for all Pollution Prevention Measures as shown on the plans, Complete in Place @ Twenty Two Hundred Dollars and No Cents Per Lump Sum	$ 2,200 00	$ 2,200 00
19	506	350	L.F	Furnish and Install Reinforced Fabric Barrier, Complete in Place. @ One Dollar and Seventy Cents Per Linear Foot	$ 1.70	$ 595.00
20	164	1.5	AC	Furnish and Install Broadcast Seeding, Complete in Place @ Seven Hundred Sixty Five Dollars and No Cents Per Acre	$ 765 00	$ 1,147.50

Item No.	Spec. No.	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
21	506	60	L.F.	Furnish and Install Inlet Protection Barrier - Stage II, Complete in Place:		
				@ Twelve Dollars and No Cents	$ 12.00	$ 720.00
				Per Linear Foot		
SUBTOTAL EROSION CONTROL ITEMS:						$ 4,662.50
DRAINAGE ITEMS:						
22	760	4,200	L F	Clean and Reshape Ditches, Complete in Place.		
				@ Five Dollars and Fifty Cents	$ 5.50	$ 23,100.00
				Per Linear Foot		
SUBTOTAL DRAINAGE ITEMS:						$ 23,100.00
MISCELLANEOUS ITEMS:						
23	502	2	EA	Furnish and Install Project Sign, Complete in Place:		
				@ Nine Hundred Dollars and No Cents	$ 900.00	$ 1,800.00
				Per Each		
24	502/508/510	3	MO.	Furnish, Install, and Maintain Traffic Control Devices and Appurtenances in Accordance with the Texas Manual on Uniform Traffic Control Devices (Latest Edition), Complete in Place.		
				@ Twenty Two Hundred Dollars and No Cents	$ 2,200.00	$ 6,600.00
				Per Month		
SUBTOTAL MISCELLANEOUS ITEMS:						$ 8,400.00

EXTRA WORK ITEMS (To be used only as directed by the Engineer.)

Item No.	Spec. No.	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
25	162	250	S.Y.	Furnish and Install Block Sodding as Directed by Engineer, Complete in Place @ Three Dollars and Sixty Cents Per Square Yard	$ 3.60 ($2 50)*	$ 900.00
26	168	120	M.G.	Furnish and Perform Vegetative Watering, as Directed by the Engineer, Complete in Place· @ Fifty Dollars and No Cents Per Thousand Gallon	$ 50.00 ($50 00)*	$ 6,000.00
27	400	50	C Y	Extra Select Backfill as Directed by the Engineer, Complete in Place: @ Fifteen Dollars and No Cents Per Cubic Yard	$ 15.00 ($15.00)*	$ 750.00
28	400	50	C.Y.	Extra Bank-Sand Backfill as Directed by Engineer, Complete in Place· @ Eighteen Dollars and No Cents Per Cubic Yard	$ 18.00 ($18.00)*	$ 900.00
29	440	1,000	LBS.	Extra Steel Reinforcing as Directed by Engineer, Complete in Place: @ No Dollars and Fifty Cents Per Pound	$ 0.50 ($0.50)*	$ 500.00
30	110	100	C.Y	Extra Haul and Disposal of Excavated Material, Complete in Place: @ Twelve Dollars and No Cents Per Cubic Yard	$ 12.00 ($12 00)*	$ 1,200.00

Alternate Bid Sheet Must Be Initialed By Same Person As Proposal [illegible]

Item No.	Spec. No.	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
31	420	25	C Y	Extra Class "A" Concrete including Forming, Complete in Place:		
				@ Three Hundred Twenty Five Dollars and No Cents Per Cubic Yard	$ 325.00 ($325.00)*	$ 8,125.00
32	110	100	C.Y.	Extra Machine Excavation as Directed by Engineer, Complete in Place:		
				@ Ten Dollars and No Cents Per Cubic Yard	$ 10.00 ($10 00)*	$1,000.00
33	110	100	C Y.	Extra Hand Excavation as Directed by Engineer, Complete in Place:		
				@ Fifteen Dollars and No Cents Per Cubic Yard	$ 15.00 ($15 00)*	$ 1,500 00

SUBTOTAL EXTRA WORK ITEMS: . . . $ 20,875.00

TOTAL AMOUNT. . . . . $ 407,739.50

INCIDENTALS: All items of work required under this Contract not specifically called for in the Proposal as pay items shall be considered incidental to the various bid items and no separate payment shall be made for same.

The undersigned (Contractor) represents and warrants that (1) all tangible personal property identified as 'materials' in this Proposal will be incorporated into the Project, subject only to field adjustments as to quantities, (2) the prices of such material are exclusive of sales and use taxes, and (3) all sales and use taxes regarding tangible personal property not incorporated into the work are the sole responsibility of the Contractor and the Contractor has paid or will pay such taxes regarding such property

Acknowledge Receipt of Addendum Nos. RNS, ____, ____ (initial).

ALL BID PRICES SHALL INCLUDE ALL APPLICABLE SALES TAX

*Minimum allowable bid price. Bidder may choose to quote a higher price.

Alternate Bid Sheet Must Be Initialed By Same Person As Proposal RNS

BID NUMBER B111048

BID PROPOSAL

The bidder hereby proposes to furnish all labor, material, equipment and incidentals for

HANSON ROAD IMPROVEMENTS
(From F.M. 2094 to Kemah City Limits)
PATE JOB No. 1306-004-00
Galveston County, Texas

Enclosed is a Certified Check, Cashier's Check or Bid Bond in the sum of 5% of the greatest amount bid

Bidder agrees to perform in accordance with the requirements of the contract documents in consideration of payment by the County of the prices in this proposal

IN CASE OF DISCREPANCY BETWEEN UNIT PRICES AND EXTENDED PRICES, UNIT PRICES WILL GOVERN.

Base Bid AND Alternate Bid must be completely filled out in ink or typewritten with any necessary supplemental information attached.

The undersigned hereby agrees to all of the foregoing terms and provisions and to all terms and provisions of the contract, if awarded, which includes all provisions of Sections I - VII of this bid package

BIDDER	Conrady Construction Co, LTD
SIGNATURE	
PRINT NAME	Robert Barrow
TITLE	vice President
ADDRESS	13408 Emmett
CITY, STATE	Houston, TX
ZIP	77041
TELEPHONE	(713) 937-3081
FAX NO	(713) 937-1172
DATE	7/28/11
TAX I D No	76-0095532

BID SHEET

COUNTY OF GALVESTON

HANSON DRIVE IMPROVEMENTS
(From F. M. 2094 to Kemah City Limits)
BASE BID

PATE JOB NO 1306-004-00
GALVESTON COUNTY, TEXAS

Item No.	Spec. No.	Qty	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
EARTHWORK ITEMS						
1	100	5	STA	Preparing of Right-of-Way for Construction, Complete in Place		
				@ eighty three hundred dollars no cents Per Station	$ 8300 —	$ 41,500 —
2	105	4,800	S Y	Remove and Dispose of Existing Asphalt Pavement and Rigid or Flexible Base Material (All Depths), Complete in Place		
				@ three dollars no cents Per Square Yard	$ 3 —	$ 14,400 —
3	104	360	S Y	Remove and Dispose of Existing Concrete Pavements (All Depths), Complete in Place		
				@ five dollars no cents Per Square Yard	$ 5 —	$ 1800 —
4	110	900	C Y	Excavation and Legal Disposal Off-Site, Complete in Place		
				@ twelve dollars no cents Per Cubic Yard	$ 12 —	$ 10,800 —
SUBTOTAL EARTHWORK ITEMS						$ 68,500 —

Base Bid Sheet Must Be Initialed By Same Person As Proposal (_____)

Item No.	Spec. No.	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
PAVING ITEMS						
5	260	5,850	S Y	Prepare and Compact 6-Inch Lime Stabilized Subgrade, Complete in Place		
				@ three dollars no cents Per Square Yard	$ 3 —	$ 17,550 —
6	260	95	TON	Furnish Lime (6% by Dry Weight), Complete in Place		
				@ one hundred fifty two dollars no cents Per Ton	$ 152 —	$ 14,440
7	132/334	570	S Y	Furnish and Install 2-Inch Temporary Asphalt Pavement on Select Fill, Complete in Place		
				@ forty five dollars no cents Per Square Yard	$ 45 —	$ 25,650. —
8	360/421/440	5,400	S Y	Furnish and Install 8-Inch Reinforced Concrete Pavement, Complete in Place RB	RB	
				@ thirty four dollars no cents Per Square Yard	$ 34. —	$ 183,600 —
9	260/360/421/ 440/530	550	S Y	Construct and Pave 7-Inch Concrete Driveways, Complete in Place		
				@ forty five dollars no cents Per Square Yard	$ 45 —	$ 24,750 —

Base Bid Sheet Must Be Initialed By Same Person As Proposal (_____)

Item No	Spec No.	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
10	658	8	EA	Furnish and Install Roadside Delineator, Complete in Place @ two hundred dollars no cents Per Each	$ 200 —	$ 1600 —
11	666	630	L F	Furnish and Install Reflectorized Pavement Markings - Type I, 4-Inch Yellow Dashed, Complete in Place @ zero dollars seventy five cents Per Linear Foot	$ 0 75	$ 472 50
12	666	1,600	L F	Furnish and Install Reflectorized Pavement Markings - Type I, 8-Inch White Solid, Complete in Place @ one dollar twenty five cents Per Linear Foot	$ 1 25	$ 2000 —
13	666	4,400	L F	Furnish and Install Reflectorized Pavement Markings - Type I 4-Inch White Solid, Complete in Place @ zero dollars sixty cents Per Linear Foot	$ 0 60	$ 2640 —
14	672	120	EA	Furnish and Install 4-inch Square Pavement Marker (Type II-A/A), Complete in Place @ four dollars no cents Per Each	$ 4 —	$ 480 —

Base Bid Sheet Must Be Initialed By Same Person As Proposal (_____)

Item No	Spec. No	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
15	672	5	EA	Furnish and Install 4-Inch Square Pavement Marker (Type C88 Blue), Complete in Place @ six dollars no cents Per Each	$ 6 —	$ 30 —
SUBTOTAL PAVING ITEMS						$ 273,212 50
EROSION CONTROL ITEMS						
16	506	1	L S	Pollution Prevention Implementation including Maintenance, Permitting, Inspections, and Reporting for all Pollution Prevention Measures as shown on the plans, Complete in Place @ fifteen hundred dollars no cents Per Lump Sum	$ 1500 —	$ 1500 —
17	506	350	L F	Furnish and Install Reinforced Fabric Barrier, Complete in Place @ one dollar fifty cents Per Linear Foot	$ 1 50	$ 525 —
18	164	1 5	AC	Furnish and Install Broadcast Seeding, Complete in Place @ six hundred fifty dollars no cents Per Acre	$ 650 —	$ 975 —
19	506	60	L F	Furnish and Install Inlet Protection Barrier - Stage II, Complete in Place @ forty five dollars no cents Per Linear Foot	$ 45. —	$ 2700 —
SUBTOTAL EROSION CONTROL ITEMS						$ 5700. —

Base Bid Sheet Must Be Initialed By Same Person As Proposal (_____)

Item No.	Spec. No.	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
DRAINAGE ITEMS						
20	760	4,200	L F	Clean and Reshape Ditches, Complete in Place		
				@ five dollars no cents Per Linear Foot	$ 5 —	$ 21,000 —
SUBTOTAL DRAINAGE ITEMS						$ 21,000 —
MISCELLANEOUS ITEMS						
21	502	2	EA	Furnish and Install Project Sign, Complete in Place		
				@ eight hundred fifty dollars no cents Per Each	$ 850 —	$ 1700 —
22	502/508/510	3	MO	Furnish, Install, and Maintain Traffic Control Devices and Appurtenances in Accordance with the Texas Manual on Uniform Traffic Control Devices (Latest Edition), Complete in Place		
				@ twenty four hundred fifty dollars no cents Per Month	$ 2450 —	$ 7350 —
SUBTOTAL MISCELLANEOUS ITEMS						$ 9050 —
EXTRA WORK ITEMS (To be used only as directed by the Engineer)						
23	162	250	S Y	Furnish and Install Block Sodding as Directed by Engineer, Complete in Place		
				@ three dollars fifty cents Per Square Yard	$ 3 50 ($2.50)*	$ 875 —

Base Bid Sheet Must Be Initialed By Same Person As Proposal (_____)

Item No	Spec. No.	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
24	168	120	M G	Furnish and Perform Vegetative Watering, as Directed by the Engineer, Complete in Place @ fifty dollars no cents Per Thousand Gallon	$ 50 — ($50 00)*	$ ~~2500~~ 6000.00
25	400	50	C Y	Extra Select Backfill as Directed by the Engineer, Complete in Place @ fifteen dollars no cents Per Cubic Yard	$ 15 — ($15 00)*	$ 750 —
26	400	50	C Y	Extra Bank-Sand Backfill as Directed by Engineer, Complete in Place @ eighteen dollars no cents Per Cubic Yard	$ 18 — ($18 00)*	$ ~~324~~ 900.00
27	440	1,000	LBS	Extra Steel Reinforcing as Directed by Engineer, Complete in Place @ zero dollars fifty cents Per Pound	$ 0 50 ($0 50)*	$ 500. —
28	110	100	C Y	Extra Haul and Disposal of Excavated Material, Complete in Place @ twelve dollars no cents Per Cubic Yard	$ 12. — ($12 00)*	$ 1200 —
29	420	25	C Y	Extra Class "A" Concrete including Forming, Complete in Place @ three hundred twenty five dollars no cents Per Cubic Yard	$ 325 — ($325 00)*	$ 8125 —

Base Bid Sheet Must Be Initialed By Same Person As Proposal (_____)

Item No.	Spec. No.	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
30	110	100	C Y	Extra Machine Excavation as Directed by Engineer, Complete in Place @ ten dollars no cents Per Cubic Yard	$ 10 — ($10 00)*	$ 1000 —
31	110	100	C Y	Extra Hand Excavation as Directed by Engineer, Complete in Place @ fifteen dollars no cents Per Cubic Yard	$ 15 — ($15 00)*	$ 1500 —

SUBTOTAL EXTRA WORK ITEMS $ ~~15,774~~ 20,850.00

TOTAL AMOUNT $ ~~394,236~~ 398,312.50

INCIDENTALS: All items of work required under this Contract not specifically called for in the Proposal as pay items shall be considered incidental to the various bid items and no separate payment shall be made for same

The undersigned (Contractor) represents and warrants that (1) all tangible personal property identified as 'materials' in this Proposal will be incorporated into the Project, subject only to field adjustments as to quantities, (2) the prices of such material are exclusive of sales and use taxes, and (3) all sales and use taxes regarding tangible personal property not incorporated into the work are the sole responsibility of the Contractor and the Contractor has paid or will pay such taxes regarding such property

Acknowledge Receipt of Addendum Nos 1, ____, ____ (initial) RB

ALL BID PRICES SHALL INCLUDE ALL APPLICABLE SALES TAX

*Minimum allowable bid price Bidder may choose to quote a higher price

Base Bid Sheet Must Be Initialed By Same Person As Proposal (_____)

BID SHEET

COUNTY OF GALVESTON

HANSON DRIVE IMPROVEMENTS
(From F. M. 2094 to Kemah City Limits)
ALTERNATE BID

PATE JOB NO. 1306-004-00
GALVESTON COUNTY, TEXAS

Item No.	Spec. No	Qty	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
EARTHWORK ITEMS						
1	100	5	STA	Preparing of Right-of-Way for Construction, Complete in Place @ eighty three hundred dollars no cents Per Station	$ 8300 —	$ 41,500 —
2	105	5,470	S Y.	Remove and Dispose of Existing Asphalt Pavement and Rigid or Flexible Base Material (All Depths) Complete in Place @ three dollars no cents Per Square Yard	$ 3. —	$ 16,410 —
3	104	360	S Y	Remove and Dispose of Existing Concrete Pavements (All Depths), Complete in Place @ five dollars no cents Per Square Yard	$ 5 —	$ 1800 —
4	110	1,200	C Y	Excavation and Legal Disposal Off-Site, Complete in Place @ twelve dollars no cents Per Cubic Yard	$ 12. —	$ 14,400 —
SUBTOTAL EARTHWORK ITEMS						$ 74,110. —

Item No.	Spec. No.	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
PAVING ITEMS						
5	260	5,850	S Y	Furnish and Install 6-inch Lime Stabilized Subgrade, Complete in Place @ three dollars no cents Per Square Yard	$ 3	$ 17,550
6	260	95	TON	Furnish Lime (6% by Dry Weight), Complete in Place @ one hundred fifty two dollars no cents Per Ton	$ 152	$ 14,440
7	132/334	570	S Y	Furnish and Install 2-Inch Temporary Asphalt Pavement on Select Fill, Complete in Place @ forty five dollars no cents Per Square Yard	$ 45	$ 25,650
8	300/340	450	TON	Furnish and Install 1-1/2-Inch 'Type D' Dense-Graded HMAC Fine Surface Course, Complete in Place @ one hundred dollars no cents Per Ton	$ 100.	$ 45,000
9	300/340	450	TON	Furnish and Install 1-1/2-Inch 'Type B' Dense Graded HMAC, Fine Base Course, Complete in Place @ one hundred dollars no cents Per Ton	$ 100	$ 45,000.
10	247/276	5,850	S Y	Furnish and Install 8-Inch Class L Cement Treated Base, 10% minimum Cement by weight, Complete in Place @ twenty five dollars no cents Per Square Yard	$ 25	$ 146,250

Item No.	Spec. No.	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
11	260/360/421/ 440/530	360	S Y	Construct and Pave Concrete Driveways (All Depths), Complete in Place @ forty five dollars no cents Per Square Yard	$ 45.—	$ 16,200 —
12	247/275/316/ 340/530	70	S Y	Construct and Pave Asphalt Driveways (All Depths), Complete in Place @ fifty dollars no cents Per Square Yard	$ 50 —	$ 3500 —
13	132/247/275/ 316/530	120	S Y	Construct Gravel Driveways (All Depths), Complete in Place @ thirty five dollars no cents Per Square Yard	$ 35 —	$ 4200 —
14	658	8	EA	Furnish and Install Roadside Delineator, Complete in Place @ two hundred dollars no cents Per Each	$ 200 —	$ 1600 —
15	666	630	L F	Furnish and Install Reflectorized Pavement Markings - Type I, 4-Inch Yellow Dashed, Complete in Place @ zero dollars seventy five cents Per Linear Foot	$ 0 75	$ 472 50
16	666	1,600	L F	Furnish and Install Reflectorized Pavement Markings - Type I, 8-Inch White Solid, Complete in Place @ one dollar twenty five cents Per Linear Foot	$ 1 25	$ 2000 —

Item No	Spec. No.	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
17	666	4,400	L F	Furnish and Install Reflectorized Pavement Markings - Type I, 4-Inch White Solid, Complete in Place @ zero dollars sixty cents Per Linear Foot	$ 0 60	$ 2640 —
18	672	120	EA	Furnish and Install 4-inch Square Pavement Marker (Type II-A/A), Complete in Place @ four dollars 10 cents Per Each	$ 4 —	$ 480 —
19	672	5	EA	Furnish and Install 4-Inch Square Pavement Marker (Type Blue C88), Complete in Place @ Six dollars 10 cents Per Each	$ 6 —	$ 30 —
SUBTOTAL PAVING ITEMS						$ 325,012 50
EROSION CONTROL ITEMS						
20	506	1	L S	Pollution Prevention Implementation including Maintenance, Permitting, Inspections, and Reporting for all Pollution Prevention Measures as shown on the plans, Complete in Place @ fifteen hundred dollars 10 cents Per Lump Sum	$ 1500. —	$ 1500. —
21	506	350	L F	Furnish and Install Reinforced Fabric Barrier, Complete in Place @ one dollar fifty cents Per Linear Foot	$ 1 50	$ 525 —

Item No.	Spec. No	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
22	164	1 5	AC	Furnish and Install Broadcast Seeding, Complete in Place @ six hundred fifty dollars no cents Per Acre	$ 650 —	$ 975 —
23	506	60	L F	Furnish and Install Inlet Protection Barrier - Stage II, Complete in Place @ forty five dollars no cents Per Linear Foot	$ 45 —	$ 2700 —
SUBTOTAL EROSION CONTROL ITEMS						$ 5700 —
DRAINAGE ITEMS						
24	760	4,200	L F	Clean and Reshape Ditches, Complete in Place @ five dollars no cents Per Linear Foot	$ 5. —	$ 21,000 —
SUBTOTAL DRAINAGE ITEMS						$ 21,000 —
MISCELLANEOUS ITEMS						
25	502	2	EA	Furnish and Install Project Sign, Complete in Place @ eight hundred fifty dollars no cents Per Each	$ 850 —	$ 1700 —
26	502/508/510	3	MO	Furnish, Install, and Maintain Traffic Control Devices and Appurtenances in Accordance with the Texas Manual on Uniform Traffic Control Devices (Latest Edition), Complete in Place @ twenty four hundred fifty dollars no cents Per Month	$ 2450 —	$ 7350 —
SUBTOTAL MISCELLANEOUS ITEMS						$ 9050 —

Item No.	Spec. No.	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
EXTRA WORK ITEMS (To be used only as directed by the Engineer)						
27	162	250	S Y	Furnish and Install Block Sodding as Directed by Engineer, Complete in Place @ three dollars fifty cents Per Square Yard	$ 3.50 ($2.50)*	$ 875
28	168	120	M G	Furnish and Perform Vegetative Watering, as Directed by the Engineer, Complete in Place @ fifty dollars no cents Per Thousand Gallon	$ 50 ($50 00)*	$ 6000
29	400	50	C Y	Extra Select Backfill as Directed by the Engineer, Complete in Place @ fifteen dollars no cents Per Cubic Yard	$ 15 ($15 00)*	$ 750.
30	400	50	C Y	Extra Bank-Sand Backfill as Directed by Engineer, Complete in Place @ eighteen dollars no cents Per Cubic Yard	$ 18 ($18 00)*	$ 900
31	440	1,000	LBS	Extra Steel Reinforcing as Directed by Engineer, Complete in Place @ zero dollars fifty cents Per Pound	$ 0.50 ($0 50)*	$ 500
32	110	100	C Y	Extra Haul and Disposal of Excavated Material, Complete in Place @ twelve dollars no cents Per Cubic Yard	$ 12 ($12 00)*	$ 1200

Item No.	Spec. No.	Qty	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
33	420	25	C Y	Extra Class "A" Concrete including Forming, Complete in Place @ three hundred twenty five dollars no cents Per Cubic Yard	$ 325.— ($325 00)*	$ 8125 —
34	110	100	C Y	Extra Machine Excavation as Directed by Engineer, Complete in Place @ ten dollars no cents Per Cubic Yard	$ 10.— ($10 00)*	$ 1000 —
35	110	100	C Y	Extra Hand Excavation as Directed by Engineer, Complete in Place @ fifteen dollars no cents Per Cubic Yard	$ 15.— ($15 00)*	$ 1500 —

SUBTOTAL EXTRA WORK ITEMS. $ 20, 850 —

TOTAL AMOUNT $ 455, 722. 50

INCIDENTALS: All items of work required under this Contract not specifically called for in the Proposal as pay items shall be considered incidental to the various bid items and no separate payment shall be made for same.

The undersigned (Contractor) represents and warrants that (1) all tangible personal property identified as 'materials' in this Proposal will be incorporated into the Project, subject only to field adjustments as to quantities, (2) the prices of such material are exclusive of sales and use taxes, and (3) all sales and use taxes regarding tangible personal property not incorporated into the work are the sole responsibility of the Contractor and the Contractor has paid or will pay such taxes regarding such property

Acknowledge Receipt of Addendum Nos 1, ____, ____ (initial)
RB

ALL BID PRICES SHALL INCLUDE ALL APPLICABLE SALES TAX

*Minimum allowable bid price Bidder may choose to quote a higher price

BID NUMBER B111048

COPY

BID PROPOSAL

The bidder hereby proposes to furnish all labor, material, equipment and incidentals for:

HANSON ROAD IMPROVEMENTS
(From F.M. 2094 to Kemah City Limits)
PATE JOB No. 1306-004-00
Galveston County, Texas

Enclosed is a Certified Check, Cashier's Check or Bid Bond in the sum of 5% of the greatest amount bid

Bidder agrees to perform in accordance with the requirements of the contract documents in consideration of payment by the County of the prices in this proposal.

IN CASE OF DISCREPANCY BETWEEN UNIT PRICES AND EXTENDED PRICES, UNIT PRICES WILL GOVERN.

Base Bid AND Alternate Bid must be completely filled out in ink or typewritten with any necessary supplemental information attached.

The undersigned hereby agrees to all of the foregoing terms and provisions and to all terms and provisions of the contract, if awarded, which includes all provisions of Sections I - VII of this bid package

BIDDER	AAA Asphalt Paving Inc.
SIGNATURE	
PRINT NAME	Michael D. Hoffman
TITLE	President
ADDRESS	10526 Tanner Rd.
CITY, STATE	Houston, TX
ZIP	77041
TELEPHONE	713-896-7373
FAX NO	713-896-8889
DATE	July 28, 2011
TAX I D. No.	760451285-9

BID SHEET

COUNTY OF GALVESTON

HANSON DRIVE IMPROVEMENTS
(From F. M. 2094 to Kemah City Limits)
BASE BID

PATE JOB NO. 1306-004-00
GALVESTON COUNTY, TEXAS

Item No.	Spec. No.	Qty	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
EARTHWORK ITEMS						
1	100	5	STA	Preparing of Right-of-Way for Construction, Complete in Place @ Two Thousand Five Hundred Dollars & No Cents Per Station	$2,500.00	$12,500.00
2	105	4,800	S Y	Remove and Dispose of Existing Asphalt Pavement and Rigid or Flexible Base Material (All Depths), Complete in Place @ Three Dollars & Fifty Cents Per Square Yard	$ 3.50	$16,800.00
3	104	360	S Y	Remove and Dispose of Existing Concrete Pavements (All Depths), Complete in Place· @ Five Dollars & Fifty Cents Per Square Yard	$ 5.50	$1,980.00
4	110	900	C Y	Excavation and Legal Disposal Off-Site, Complete in Place @ Ten Dollars & No Cents Per Cubic Yard	$ 10.00	$9,000.00
SUBTOTAL EARTHWORK ITEMS						$ 40,280.00

Base Bid Sheet Must Be Initialed By Same Person As Proposal (MAK)

Item No	Spec. No.	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
PAVING ITEMS						
5	260	5,850	S Y	Prepare and Compact 6-Inch Lime Stabilized Subgrade, Complete in Place @ Three Dollars & Twenty Five Cents Per Square Yard	$ 3.25	$19,012.50
6	260	95	TON	Furnish Lime (6% by Dry Weight), Complete in Place @ One hundred Fifty Five Dollars & No Cents Per Ton	$ 145.00	$13,775.00
7	132/334	570	S.Y	Furnish and Install 2-Inch Temporary Asphalt Pavement on Select Fill, Complete in Place @ Twelve Dollars & No Cents Per Square Yard	$ 12.00	$6,840.00
8	360/421/440	5,400	S Y	Furnish and Install 8-Inch Reinforced Concrete Pavement, Complete in Place @ Thirty Five Dollars & Seventy Five Cents Per Square Yard	$ 35.75	$ 193,050.00
9	260/360/421/ 440/530	550	S Y	Construct and Pave 7-Inch Concrete Driveways, Complete in Place @ Sixty Dollars & No Cents Per Square Yard	$ 60.00	$33,000.00

Base Bid Sheet Must Be Initialed By Same Person As Proposal (MK)

Item No	Spec. No.	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
10	658	8	EA.	Furnish and Install Roadside Delineator, Complete in Place @ Two Hundred Dollars & No Cents Per Each	$ 200.00	$ 1,600.00
11	666	630	L F	Furnish and Install Reflectorized Pavement Markings - Type I, 4-Inch Yellow Dashed, Complete in Place @ No Dollars & Fifty Five Cents Per Linear Foot	$ .55	$ 346.50
12	666	1,600	L F	Furnish and Install Reflectorized Pavement Markings - Type I, 8-Inch White Solid, Complete in Place @ One Dollar & Twenty Cents Per Linear Foot	$ 1.20	$ 1,920.00
13	666	4,400	L F	Furnish and Install Reflectorized Pavement Markings - Type I 4-Inch White Solid, Complete in Place @ No Dollars & Fifty Five Cents Per Linear Foot	$ .55	$ 2,420.00
14	672	120	EA	Furnish and Install 4-inch Square Pavement Marker (Type II-A/A), Complete in Place @ Four Dollars & Five Cents Per Each	$ 4.05	$ 486.00

Base Bid Sheet Must Be Initialed By Same Person As Proposal (MM)

Item No	Spec. No.	Qty	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
15	672	5	EA	Furnish and Install 4-Inch Square Pavement Marker (Type C88 Blue), Complete in Place		
				@ Five Dollars & Eighty Cents Per Each	$ 5.80	$29.00
SUBTOTAL PAVING ITEMS						$ 272,479.00
EROSION CONTROL ITEMS						
16	506	1	L S	Pollution Prevention Implementation including Maintenance, Permitting, Inspections, and Reporting for all Pollution Prevention Measures as shown on the plans, Complete in Place		
				@ One Thousand Eight Hundred Dollars & No Cents Per Lump Sum	$ 1,800.00	$ 1,800.00
17	506	350	L F	Furnish and Install Reinforced Fabric Barrier, Complete in Place		
				@ One Dollar & Fifty Cents Per Linear Foot	$ 1.50	$ 525.00
18	164	1 5	AC	Furnish and Install Broadcast Seeding, Complete in Place		
				@ Six Hundred Sixty Five Dollars & No Cents Per Acre	$ 665.00	$ 997.50
19	506	60	L F	Furnish and Install Inlet Protection Barrier - Stage II, Complete in Place		
				@ Three Dollars & No Cents Per Linear Foot	$ 3.00	$ 180.00
SUBTOTAL EROSION CONTROL ITEMS						$ 3,502.50

Base Bid Sheet Must Be Initialed By Same Person As Proposal (MAK)

Item No.	Spec. No.	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
DRAINAGE ITEMS						
20	760	4,200	L F	Clean and Reshape Ditches, Complete in Place		
				@ Six Dollars & No Cents Per Linear Foot	$ 6.00	$25,200.00
SUBTOTAL DRAINAGE ITEMS						$ 25,200.00
MISCELLANEOUS ITEMS						
21	502	2	EA	Furnish and Install Project Sign, Complete in Place		
				@ Eight Hundred Fifty Dollars & No Cents Per Each	$ 850.00	$ 1,700.00
22	502/508/510	3	MO	Furnish, Install, and Maintain Traffic Control Devices and Appurtenances in Accordance with the Texas Manual on Uniform Traffic Control Devices (Latest Edition), Complete in Place		
				@ Two Thousand Five Hundred Dollars & No Cents Per Month	$ 2,500.00	$ 7,500.00
SUBTOTAL MISCELLANEOUS ITEMS						$ 9,200.00
EXTRA WORK ITEMS (To be used only as directed by the Engineer)						
23	162	250	S.Y	Furnish and Install Block Sodding as Directed by Engineer, Complete in Place		
				@ Three Dollars & Fifty Cents Per Square Yard	$ 3.50 ($2 50)*	$ 875.00

Base Bid Sheet Must Be Initialed By Same Person As Proposal (MK)

Item No.	Spec. No.	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
24	168	120	M G.	Furnish and Perform Vegetative Watering, as Directed by the Engineer, Complete in Place @ Fifty Dollars & No Cents Per Thousand Gallon	$ 50.00 ($50 00)*	$ 6,000.00
25	400	50	C Y.	Extra Select Backfill as Directed by the Engineer, Complete in Place @ Fifteen Dollars & No Cents Per Cubic Yard	$ 15.00 ($15 00)*	$ 750.00
26	400	50	C Y	Extra Bank-Sand Backfill as Directed by Engineer, Complete in Place @ Eighteen Dollars & No Cents Per Cubic Yard	$ 18.00 ($18 00)*	$ 900.00
27	440	1,000	LBS	Extra Steel Reinforcing as Directed by Engineer, Complete in Place @ No Dollars & Fifty Cents Per Pound	$ .50 ($0 50)*	$ 500.00
28	110	100	C Y	Extra Haul and Disposal of Excavated Material, Complete in Place @ Twelve Dollars & No Cents Per Cubic Yard	$ 12.00 ($12 00)*	$ 1,200.00
29	420	25	C Y	Extra Class "A" Concrete including Forming, Complete in Place @ Three Hundred Twenty Five Dollars & No Cents Per Cubic Yard	$ 325.00 ($325 00)*	$ 8,125.00

Base Bid Sheet Must Be Initialed By Same Person As Proposal (MK)

Item No.	Spec No.	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
30	110	100	C Y	Extra Machine Excavation as Directed by Engineer, Complete in Place @ Ten Dollars & No Cents Per Cubic Yard	$ 10.00 ($10 00)*	$ 1,100.00
31	110	100	C Y	Extra Hand Excavation as Directed by Engineer, Complete in Place @ Fifteen Dollars & No Cents Per Cubic Yard	$ 15.00 ($15 00)*	$ 1650.00

SUBTOTAL EXTRA WORK ITEMS $ 21,100.00

TOTAL AMOUNT . . $ 371,761.50

INCIDENTALS: All items of work required under this Contract not specifically called for in the Proposal as pay items shall be considered incidental to the various bid items and no separate payment shall be made for same

The undersigned (Contractor) represents and warrants that (1) all tangible personal property identified as 'materials' in this Proposal will be incorporated into the Project, subject only to field adjustments as to quantities, (2) the prices of such material are exclusive of sales and use taxes, and (3) all sales and use taxes regarding tangible personal property not incorporated into the work are the sole responsibility of the Contractor and the Contractor has paid or will pay such taxes regarding such property

Acknowledge Receipt of Addendum Nos 1, ____, ____ (initial) MM.

ALL BID PRICES SHALL INCLUDE ALL APPLICABLE SALES TAX

*Minimum allowable bid price Bidder may choose to quote a higher price

Base Bid Sheet Must Be Initialed By Same Person As Proposal (MM)

BID SHEET

COUNTY OF GALVESTON

HANSON DRIVE IMPROVEMENTS
(From F. M. 2094 to Kemah City Limits)
ALTERNATE BID

PATE JOB NO. 1306-004-00
GALVESTON COUNTY, TEXAS

Item No.	Spec. No.	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
EARTHWORK ITEMS						
1	100	5	STA	Preparing of Right-of-Way for Construction, Complete in Place @ Two Thousand Five Hundred Dollars & No Cents Per Station	$ 2,500.00	$ 12,500.00
2	105	5,470	S Y	Remove and Dispose of Existing Asphalt Pavement and Rigid or Flexible Base Material (All Depths) Complete in Place @ Three Dollars & Fifty Cents Per Square Yard	$ 3.50	$ 19,145.00
3	104	360	S Y	Remove and Dispose of Existing Concrete Pavements (All Depths), Complete in Place @ Five Dollars & Fifty Cents Per Square Yard	$ 5.50	$ 1,980.00
4	110	1,200	C Y	Excavation and Legal Disposal Off-Site, Complete in Place @ Ten Dollars & No Cents Per Cubic Yard	$ 10.00	$ 12,000.00
SUBTOTAL EARTHWORK ITEMS						$ 45,625.00

Alternate Bid Sheet Must Be Initialed By Same Person As Proposal (MA) ADDENDUM NO.1

Item No.	Spec. No.	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
PAVING ITEMS						
5	260	5,850	S Y	Furnish and Install 6-inch Lime Stabilized Subgrade, Complete in Place @ Three Dollars & Twenty Five Cents Per Square Yard	$ 3.25	$ 19,012.50
6	260	95	TON	Furnish Lime (6% by Dry Weight), Complete in Place @ One Hundred Fifty Five Dollars & No Cents Per Ton	$ 145.00	$ 13,775.00
7	132/334	570	S Y	Furnish and Install 2-Inch Temporary Asphalt Pavement on Select Fill, Complete in Place @ Twelve Dollars & No Cents Per Square Yard	$ 12.00	$ 6,840.00
8	300/340	450	TON	Furnish and Install 1-1/2-Inch 'Type D' Dense-Graded HMAC Fine Surface Course, Complete in Place @ Seventy Four Dollars & No Cents Per Ton	$ 74.00	$ 33,300.00
9	300/340	450	TON	Furnish and Install 1-1/2-Inch 'Type B' Dense Graded HMAC, Fine Base Course, Complete in Place @ Seventy Two Dollars & No Cents Per Ton	$ 72.00	$ 32,400.00
10	247/276	5,850	S Y	Furnish and Install 8-Inch Class L Cement Treated Base, 10% minimum Cement by weight, Complete in Place @ Fifteen Dollars & No Cents Per Square Yard	$ 15.00	$ 87,750.00

Item No.	Spec. No	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
11	260/360/421/ 440/530	360	S Y	Construct and Pave Concrete Driveways (All Depths), Complete in Place @ Sixty Dollars & No Cents Per Square Yard	$ 60.00	$ 21,600.00
12	247/275/316/ 340/530	70	S Y	Construct and Pave Asphalt Driveways (All Depths), Complete in Place @ Thirty Seven Dollars & Fifty Cents Per Square Yard	$ 37.50	$ 2,625.00
13	132/247/275/ 316/530	120	S Y	Construct Gravel Driveways (All Depths), Complete in Place @ Fourteen Dollars & No Cents Per Square Yard	$ 14.00	$ 1,680.00
14	658	8	EA	Furnish and Install Roadside Delineator, Complete in Place @ Two Hundred Dollars & No Cents Per Each	$ 200.00	$ 1,600.00
15	666	630	L F	Furnish and Install Reflectorized Pavement Markings - Type I, 4-Inch Yellow Dashed, Complete in Place @ No Dollars & Fifty Five Cents Per Linear Foot	$ .55	$ 346.50
16	666	1,600	L F	Furnish and Install Reflectorized Pavement Markings - Type I, 8-Inch White Solid, Complete in Place @ One Dollar & Twenty Cents Per Linear Foot	$ 1.20	$ 1,920.00

Item No	Spec. No.	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
17	666	4,400	L F	Furnish and Install Reflectorized Pavement Markings - Type I, 4-Inch White Solid, Complete in Place @ No Dollars & Fifty Five Cents Per Linear Foot	$ .55	$2,420.00
18	672	120	EA	Furnish and Install 4-inch Square Pavement Marker (Type II-A/A), Complete in Place @ Four Dollars & Five Cents Per Each	$ 4.05	$ 486.00
19	672	5	EA	Furnish and Install 4-Inch Square Pavement Marker (Type Blue C88), Complete in Place @ Five Dollars & Eighty Cents Per Each	$ 5.80	$ 29.00
SUBTOTAL PAVING ITEMS						$225,784.00
EROSION CONTROL ITEMS						
20	506	1	L S	Pollution Prevention Implementation including Maintenance, Permitting, Inspections, and Reporting for all Pollution Prevention Measures as shown on the plans, Complete in Place @ One Thousand Eight Hundred Dollars & No Cents Per Lump Sum	$ 1,800.00	$ 1,800.00
21	506	350	L F	Furnish and Install Reinforced Fabric Barrier, Complete in Place @ One Dollar & Fifty Cents Per Linear Foot	$ 1.50	$ 525.00

Item No.	Spec. No.	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
22	164	1 5	AC	Furnish and Install Broadcast Seeding, Complete in Place @Six Hundred Sixty Five Dollars & No Cents Per Acre	$ 665.00	$ 997.50
23	506	60	L F	Furnish and Install Inlet Protection Barrier - Stage II, Complete in Place @ Three Dollars & No Cents Per Linear Foot	$ 3.00	$ 180.00
SUBTOTAL EROSION CONTROL ITEMS						$ 3,502.50
DRAINAGE ITEMS						
24	760	4,200	L F	Clean and Reshape Ditches, Complete in Place @ Six Dollars & No Cents Per Linear Foot	$ 6.00	$ 25,200.00
SUBTOTAL DRAINAGE ITEMS						$ 25,200.00
MISCELLANEOUS ITEMS						
25	502	2	EA	Furnish and Install Project Sign, Complete in Place @Eight Hundred Fifty Dollars & No Cents Per Each	$ 850.00	$ 1,700.00
26	502/508/510	3	MO	Furnish, Install, and Maintain Traffic Control Devices and Appurtenances in Accordance with the Texas Manual on Uniform Traffic Control Devices (Latest Edition), Complete in Place @Two Thousand Five Hundred Dollars & No Cents Per Month	$ 2,500.00	$ 7,500.00
SUBTOTAL MISCELLANEOUS ITEMS						$ 9,200.00

Item No.	Spec. No.	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
EXTRA WORK ITEMS (To be used only as directed by the Engineer)						
27	162	250	S Y	Furnish and Install Block Sodding as Directed by Engineer, Complete in Place @ Three Dollars & Fifty Cents Per Square Yard	$ 3.50 ($2 50)*	$ 875.00
28	168	120	M G	Furnish and Perform Vegetative Watering, as Directed by the Engineer, Complete in Place @ Fifty Dollars & No Cents Per Thousand Gallon	$ 50.00 ($50 00)*	$ 6,000.00
29	400	50	C Y	Extra Select Backfill as Directed by the Engineer, Complete in Place @ Fifteen Dollars & No Cents Per Cubic Yard	$ 15.00 ($15 00)*	$ 750.00
30	400	50	C Y	Extra Bank-Sand Backfill as Directed by Engineer, Complete in Place @ Eighteen Dollars & No Cents Per Cubic Yard	$ 18.00 ($18 00)*	$ 900.00
31	440	1,000	LBS	Extra Steel Reinforcing as Directed by Engineer, Complete in Place @ No Dollars & Fifty Cents Per Pound	$ .50 ($0 50)*	$ 500.00
32	110	100	C Y	Extra Haul and Disposal of Excavated Material, Complete in Place @ Twelve Dollars & No Cents Per Cubic Yard	$ 12.00 ($12 00)*	$ 1,200.00

Item No.	Spec. No.	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
33	420	25	C Y	Extra Class "A" Concrete including Forming, Complete in Place @ Three Hundred Twenty Five Dollars + No Cents Per Cubic Yard	$ 325.00 ($325 00)*	$ 8,125.00
34	110	100	C Y	Extra Machine Excavation as Directed by Engineer, Complete in Place @ Ten Dollars & No Cents Per Cubic Yard	$ 10.00 ($10 00)*	$1,000.00
35	110	100	C Y	Extra Hand Excavation as Directed by Engineer, Complete in Place @ Fifteen Dollars & No Cents Per Cubic Yard	$ 15.00 ($15 00)*	$ 1,500.00

SUBTOTAL EXTRA WORK ITEMS $ 27,600.00

TOTAL AMOUNT $ 339,161.50

INCIDENTALS: All items of work required under this Contract not specifically called for in the Proposal as pay items shall be considered incidental to the various bid items and no separate payment shall be made for same.

The undersigned (Contractor) represents and warrants that (1) all tangible personal property identified as 'materials' in this Proposal will be incorporated into the Project, subject only to field adjustments as to quantities, (2) the prices of such material are exclusive of sales and use taxes, and (3) all sales and use taxes regarding tangible personal property not incorporated into the work are the sole responsibility of the Contractor and the Contractor has paid or will pay such taxes regarding such property

Acknowledge Receipt of Addendum Nos 1, ____, ____ (initial)

ALL BID PRICES SHALL INCLUDE ALL APPLICABLE SALES TAX

*Minimum allowable bid price Bidder may choose to quote a higher price

BID NUMBER _____

BID PROPOSAL

The bidder hereby proposes to furnish all labor, material, equipment and incidentals for.

HANSON ROAD IMPROVEMENTS
(From F.M. 2094 to Kemah City Limits)
PATE JOB No. 1306-004-00
Galveston County, Texas

Enclosed is a Certified Check, Cashier's Check or Bid Bond in the sum of 5% of the greatest amount bid.

Bidder agrees to perform in accordance with the requirements of the contract documents in consideration of payment by the County of the prices in this proposal.

IN CASE OF DISCREPANCY BETWEEN UNIT PRICES AND EXTENDED PRICES, UNIT PRICES WILL GOVERN.

Base Bid AND Alternate Bid must be completely filled out in ink or typewritten with any necessary supplemental information attached.

The undersigned hereby agrees to all of the foregoing terms and provisions and to all terms and provisions of the contract, if awarded, which includes all provisions of Sections I - VII of this bid package.

BIDDER	GWPhillips Construction, Inc.
SIGNATURE	George W. Phillips III
PRINT NAME	George W. Phillips III
TITLE	President
ADDRESS	117 Oates Rd.
CITY, STATE	Houston, TX
ZIP	77013
TELEPHONE	713 674 9400
FAX NO	713 673 3226
DATE	7/28/2011
TAX I.D. No.	83-0364714

BID SHEET

COUNTY OF GALVESTON

HANSON DRIVE IMPROVEMENTS
(From F. M. 2094 to Kemah City Limits)
BASE BID

PATE JOB NO. 1306-004-00
GALVESTON COUNTY, TEXAS

Item No.	Spec. No.	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
EARTHWORK ITEMS.						
1	100	5	STA.	Preparing of Right-of-Way for Construction, Complete in Place @four thousand and no cents Per Station	$4000.00	$20,000.00
2	105	4,800	S Y	Remove and Dispose of Existing Asphalt Pavement and Rigid or Flexible Base Material (All Depths), Complete in Place @three dollars and Sixty cents Per Square Yard	$3.60	$17,280.00
3	104	360	S Y.	Remove and Dispose of Existing Concrete Pavements (All Depths), Complete in Place @four dollars and fifty cents Per Square Yard	$4.50	$1620.00
4	110	900	C Y	Excavation and Legal Disposal Off-Site, Complete in Place @thirteen dollars and no cents Per Cubic Yard	$13.00	$11,700.00
SUBTOTAL EARTHWORK ITEMS						$50,600.00

Base Bid Sheet Must Be Initialed By Same Person As Proposal [illegible]

Item No.	Spec. No.	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
PAVING ITEMS						
5	260	5,850	S.Y.	Prepare and Compact 6-Inch Lime Stabilized Subgrade, Complete in Place @ four dollars and fifty cents Per Square Yard	$ 4.50	$ 26,325.00
6	260	95	TON	Furnish Lime (6% by Dry Weight), Complete in Place @ one hundred sixty dollars and no cents Per Ton	$ 160.00	$ 15,200.00
7	132/334	570	S Y	Furnish and Install 2-Inch Temporary Asphalt Pavement on Select Fill, Complete in Place: @ four dollars and fifty cents Per Square Yard	$4.50	$ 2565.00
8	360/421/440	5,400	S Y	Furnish and Install 8-Inch Reinforced Concrete Pavement, Complete in Place: @ thirty-three dollars and no cents Per Square Yard	$ 33.00	$ 178,200.00
9	260/360/421/ 440/530	550	S Y	Construct and Pave 7-Inch Concrete Driveways, Complete in Place: @ thirty-six dollars and no cents Per Square Yard	$ 36.00	$ 19,800.00

Base Bid Sheet Must Be Initialed By Same Person As Proposal [illegible]

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Item No.	Spec. No.	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
10	658	8	EA	Furnish and Install Roadside Delineator, Complete in Place @one thousand dollars and no cents Per Each	$1000.00	$8,000.00
11	666	630	L.F.	Furnish and Install Reflectorized Pavement Markings - Type I, 4-Inch Yellow Dashed, Complete in Place @ Seventy-five cents Per Linear Foot	$.75	$472.50
12	666	1,600	L.F	Furnish and Install Reflectorized Pavement Markings - Type I, 8-Inch White Solid, Complete in Place @one dollar and fifty cents Per Linear Foot	$1.50	$2400.00
13	666	4,400	L.F	Furnish and Install Reflectorized Pavement Markings - Type I 4-Inch White Solid, Complete in Place @ Seventy-five cents Per Linear Foot	$.75	$3300.00
14	672	120	EA	Furnish and Install 4-inch Square Pavement Marker (Type II-A/A), Complete in Place @ four dollars and no cents Per Each	$4.00	$480.00

Item No.	Spec. No.	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
15	672	5	EA.	Furnish and Install 4-Inch Square Pavement Marker (Type C88 Blue), Complete in Place:		
				@ Six dollars and no cents Per Each	$6.00	$30.00

SUBTOTAL PAVING ITEMS $256,772.50

EROSION CONTROL ITEMS:

16	506	1	L. S.	Pollution Prevention Implementation including Maintenance, Permitting, Inspections, and Reporting for all Pollution Prevention Measures as shown on the plans, Complete in Place:		
				@ two thousand dollars and no cents Per Lump Sum	$2,000.00	$2,000.00
17	506	350	L.F.	Furnish and Install Reinforced Fabric Barrier, Complete in Place.		
				@ four dollars and no cents Per Linear Foot	$4.00	$1400.00
18	164	1.5	AC.	Furnish and Install Broadcast Seeding, Complete in Place		
				@ two thousand dollars and no cents Per Acre	$2,000.00	$2,000.00
19	506	60	L.F	Furnish and Install Inlet Protection Barrier - Stage II, Complete in Place		
				@ six dollars and no cents Per Linear Foot	$6.00	$360.00

SUBTOTAL EROSION CONTROL ITEMS $5760.00

Base Bid Sheet Must Be Initialed By Same Person As Proposal

Item No.	Spec. No.	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
DRAINAGE ITEMS.						
20	760	4,200	L F	Clean and Reshape Ditches, Complete in Place.		
				@five dollars and no cents Per Linear Foot	$5.00	$21,000.00
SUBTOTAL DRAINAGE ITEMS						$21,000.00
MISCELLANEOUS ITEMS:						
21	502	2	EA	Furnish and Install Project Sign, Complete in Place		
				@six hundred fifty dollars and no cents Per Each	$650.00	$1300.00
22	502/508/510	3	MO.	Furnish, Install, and Maintain Traffic Control Devices and Appurtenances in Accordance with the Texas Manual on Uniform Traffic Control Devices (Latest Edition), Complete in Place		
				@five thousand dollars and no cents Per Month	$5,000.00	$15,000.00
SUBTOTAL MISCELLANEOUS ITEMS						$16,300.00
EXTRA WORK ITEMS. (To be used only as directed by the Engineer.)						
23	162	250	S Y.	Furnish and Install Block Sodding as Directed by Engineer, Complete in Place		
				@three dollars and fifty cents Per Square Yard	$3.50 ($2 50)*	$875.00

Base Bid Sheet Must Be Initialed By Same Person As Proposal CW

Item No.	Spec. No.	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
24	168	120	M G	Furnish and Perform Vegetative Watering, as Directed by the Engineer, Complete in Place:		
				@ fifty dollars and no cents Per Thousand Gallon	$ 50.00 ($50.00)*	$6000.00
25	400	50	C.Y.	Extra Select Backfill as Directed by the Engineer, Complete in Place		
				@ fifteen dollars and no cents Per Cubic Yard	$ 15.00 ($15.00)*	$750.00
26	400	50	C Y	Extra Bank-Sand Backfill as Directed by Engineer, Complete in Place.		
				@ eighteen dollars and no cents Per Cubic Yard	$ 18.00 ($18 00)*	$900.00
27	440	1,000	LBS.	Extra Steel Reinforcing as Directed by Engineer, Complete in Place.		
				@ fifty cents Per Pound	$ .50 ($0 50)*	$500.00
28	110	100	C Y.	Extra Haul and Disposal of Excavated Material, Complete in Place		
				@ twelve dollars and no cents Per Cubic Yard	$ 12.00 ($12.00)*	$1200.00
29	420	25	C Y.	Extra Class "A" Concrete including Forming, Complete in Place:		
				@ three hundred twenty-five dollars Per Cubic Yard	$ 325.00 ($325 00)*	$8125.00

Base Bid Sheet Must Be Initialed By Same Person As Proposal [illegible],

Item No.	Spec. No.	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
30	110	100	C Y.	Extra Machine Excavation as Directed by Engineer, Complete in Place		
				@ ten dollars and no cents Per Cubic Yard	$ 10.00 ($10 00)*	$ 1,000.00
31	110	100	C Y	Extra Hand Excavation as Directed by Engineer, Complete in Place		
				@ twenty dollars and no cents Per Cubic Yard	$ 20.00 ($15.00)*	$ 2,000.00

SUBTOTAL EXTRA WORK ITEMS: . . . . . $ 21,350.00

TOTAL AMOUNT . . . . . $ 371,782.50

INCIDENTALS: All items of work required under this Contract not specifically called for in the Proposal as pay items shall be considered incidental to the various bid items and no separate payment shall be made for same.

The undersigned (Contractor) represents and warrants that (1) all tangible personal property identified as 'materials' in this Proposal will be incorporated into the Project, subject only to field adjustments as to quantities, (2) the prices of such material are exclusive of sales and use taxes, and (3) all sales and use taxes regarding tangible personal property not incorporated into the work are the sole responsibility of the Contractor and the Contractor has paid or will pay such taxes regarding such property

Acknowledge Receipt of Addendum Nos 1, ____, ____ (initial)

ALL BID PRICES SHALL INCLUDE ALL APPLICABLE SALES TAX

*Minimum allowable bid price Bidder may choose to quote a higher price

Base Bid Sheet Must Be Initialed By Same Person As Proposal (GW)

PATE ENGINEERS

13333 Northwest Freeway, Suite 300
Houston, Texas 77040
(713) 462-3178 / FAX (713) 462-3015

FAX TRANSMITTAL SHEET

DATE July 26, 2011

TO. **Please See Below**

FROM Darlene Doughty

NUMBER OF PAGES (Including Cover Sheet) 10

If you have not received all pages please contact us at the above number

REFERENCE **ADDENDUM No. 1 ENCLOSED**
Hanson Road Improvements (From F M. 2094 to Kemah City Limits),
County of Galveston, PATE Job No 1306-004-00, Contract No 1

MESSAGE Please see attached Addendum No 1 for the above referenced project
If you have any questions or comments, please call

Galveston County Engineering	Fax – 1-409-770-5557
Galveston County Purchasing	Fax – 1-409-621-7987
AGC – Augusta (Attn· Hoy/Mel)	Fax – 713-334-7130
AGC – Dacoma (Attn· Ashley Zupp)	Fax – 1-866-570-8187
Amtek Information Services (Attn. Stephanie)	Fax – 713-956-5340
CDC News (Attn Davonna Corzine)	Fax – 1-800-487-7878
Dob's Data (Attn Dale)	Fax – 713-391-8250
Dodge Reports - Houston (Attn. Toni Lawson)	Fax – 281-242-4352
Reed Construction Data (Attn. Trudi Gaither)	Fax – 1-800-303-8629
AAA Asphalt (Attn Corrina Garza)	Fax – 713-896-8889
Conrad Construction (Attn Brian Conrad)	Fax – 713-937-1172
Metro City Construction, LP (Attn· Bob Smither)	Fax – 713-943-0092
RW Lucas Construction (Attn. Ryan Lucas)	Fax – 281-316-6087

PATE ENGINEERS

FACSIMILE NOTIFICATION	NUMBER OF PAGES: 9

This transmission notifies prospective bidders that an addendum has been issued on the project named below. If you received this fax in error, immediately call Pate Engineers, Inc. If you are a prospective bidder but did not receive all pages or found pages illegible, contact Pate Engineers, Inc. by telephone. If the transmission is received in order, **please sign below in the appropriate place and return this page by facsimile as confirmation.**

PATE ENGINEERS, INC. TELEPHONE (713) 462-3178

PATE ENGINEERS, INC. **CONSTRUCTION DEPT. FAX CONFIRMATION (713) 462-3015**

Obtain Addendum from Pate Engineers, Inc. at 13333 Northwest Freeway, Suite 300, Houston, Texas 77040.

ADDENDUM NO. 1

Date of Addend July 26, 2011

PROJECT NAME: Hanson Road Improvements (From F.M. 2094 to Kemah City Limits), County of Galveston

JOB NO 1306-004-00, Contract No. 1

BID DATE: **July 28, 2011 (Thursday);** The bid time is 2 00 p m.

FROM Pate Engineers, Inc.
Attention: Jason M Brock,
Design Manager
13333 Northwest Freeway, Suite 300
Houston, Texas 77040-6071

STATE OF TEXAS
JASON BROCK
96725
LICENSED
PROFESSIONAL ENGINEER

Jason M Brock 7/26/11
(Engineer's Signature) (Date)

Please direct all questions to Travis Sellers, P.E. or Jason Keeling.

CONFIRMATION OF FACSIMILE [signature] (Name) G W Phillips Constr (Company) 7/26/11 (Date)

PROJECT NAME: Hanson Road Improvements (From F.M. 2094 to Kemah City Limits; County of Galveston

JOB NO: 1306-004-00, Contract No. 1

ADDENDUM INSTRUCTIONS

This Addendum forms a part of the Contract Documents Please initial the last page of the Bid Sheet to acknowledge receipt of this Addendum.

Item No. 1: **SECTION C – PROPOSAL**

Bid Sheet Revised Alternate Bid

All pages of the **Alternate Bid Sheet** have been revised and replaced by the attached pages marked **Addendum No. 1**.

END OF ADDENDUM NO. 1

BID SHEET

COUNTY OF GALVESTON

HANSON DRIVE IMPROVEMENTS
(From F. M. 2094 to Kemah City Limits)
ALTERNATE BID

PATE JOB NO. 1306-004-00
GALVESTON COUNTY, TEXAS

Item No.	Spec. No.	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
EARTHWORK ITEMS						
1	100	5	STA	Preparing of Right-of-Way for Construction, Complete in Place @four thousand dollars and no cents Per Station	$ 4,000.00	$ 20,000.00
2	105	5,470	S Y	Remove and Dispose of Existing Asphalt Pavement and Rigid or Flexible Base Material (All Depths) Complete in Place @ three dollars and Sixty cents Per Square Yard	$ 3.60	$ 19,692.00
3	104	360	S Y	Remove and Dispose of Existing Concrete Pavements (All Depths), Complete in Place @ four dollars and fifty cents Per Square Yard	$ 4.50	$ 1620.00
4	110	1 200	C Y	Excavation and Legal Disposal Off-Site, Complete in Place @ thirteen dollars and no cents Per Cubic Yard	$ 13.00	$ 15,600.00
SUBTOTAL EARTHWORK ITEMS						$ 56,912.00

Alternate Bid Sheet Must Be Initialed By Same Person As Proposal **ADDENDUM NO 1**

Item No.	Spec. No.	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
PAVING ITEMS						
5	260	5,850	S Y	Furnish and Install 6-inch Lime Stabilized Subgrade, Complete in Place @fourdollars and fifty cents Per Square Yard	$ 4.50	$26,325.00
6	260	95	TON	Furnish Lime (6% by Dry Weight), Complete in Place @onehundredsixty dollars and no cents Per Ton	$ 160.00	$ 15,200.00
7	132/334	570	S Y	Furnish and Install 2-Inch Temporary Asphalt Pavement on Select Fill, Complete in Place @fourdollarsand fifty cents Per Square Yard	$ 4.50	$2565.00
8	300/340	450	TON	Furnish and Install 1-1/2-Inch 'Type D' Dense-Graded HMAC Fine Surface Course Complete in Place @onehundredforty dollarsand nocents Per Ton	$ 140.00	$ 63,000.00
9	300/340	450	TON	Furnish and Install 1-1/2-Inch 'Type B' Dense Graded HMAC, Fine Base Course, Complete in Place @onehundredforty dollars and no cents Per Ton	$ 140.00	$63,000.00
10	247/276	5,850	S Y	Furnish and Install 8-Inch Class L Cement Treated Base, 10% minimum Cement by weight, Complete in Place @twelve dollars and no cents Per Square Yard	$ 12.00	$ 70,200.00

Item No.	Spec. No.	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
11	260/360/421/ 440/530	360	S Y	Construct and Pave Concrete Driveways (All Depths), Complete in Place @thirty-six dollars and no cents Per Square Yard	$ 36.00	$ 12,960.00
12	247/275/316/ 340/530	70	S Y	Construct and Pave Asphalt Driveways (All Depths), Complete in Place @thirty-one dollars and no cents Per Square Yard	$ 31.00	$ 2170.00
13	132/247/275/ 316/530	120	S Y	Construct Gravel Driveways (All Depths), Complete in Place @eighteen dollars and no cents Per Square Yard	$ 18.00	$ 2160.00
14	658	8	EA	Furnish and Install Roadside Delineator, Complete in Place @one thousand dollars and no cents Per Each	$ 1,000.00	$ 8,000.00
15	666	630	L F	Furnish and Install Reflectorized Pavement Markings - Type I, 4-Inch Yellow Dashed, Complete in Place @seventy-five cents Per Linear Foot	$ .75	$ 472.50
16	666	1,600	L F	Furnish and Install Reflectorized Pavement Markings - Type I, 8-Inch White Solid, Complete in Place @one dollar and fifty cents Per Linear Foot	$ 1.50	$ 2400.00

Item No.	Spec. No.	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
17	666	4,400	L F	Furnish and Install Reflectorized Pavement Markings - Type I, 4-Inch White Solid, Complete in Place @ Seventy-five cents Per Linear Foot	$ .75	$ 3300.00
18	672	120	EA	Furnish and Install 4-inch Square Pavement Marker (Type II-A/A), Complete in Place @ four dollars and no cents Per Each	$ 4.00	$ 480.00
19	672	5	EA	Furnish and Install 4-Inch Square Pavement Marker (Type Blue C88), Complete in Place @ six dollars and no cents Per Each	$ 6.00	$ 30.00
SUBTOTAL PAVING ITEMS						$ 272,262.50
EROSION CONTROL ITEMS						
20	506	1	L S	Pollution Prevention Implementation including Maintenance, Permitting, Inspections, and Reporting for all Pollution Prevention Measures as shown on the plans, Complete in Place @ two thousand dollars and no cents Per Lump Sum	$ 2000.00	$ 2,000.00
21	506	350	L F	Furnish and Install Reinforced Fabric Barrier, Complete in Place @ four dollars and no cents Per Linear Foot	$ 4.00	$ 1400.00

Item No.	Spec. No.	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
22	164	1 5	AC	Furnish and Install Broadcast Seeding, Complete in Place @ two thousand dollars and no cents Per Acre	$2,000.00	$2000.00
23	506	60	L F	Furnish and Install Inlet Protection Barrier - Stage II, Complete in Place @ Six dollars and no cents Per Linear Foot	$ 6.00	$360.00
SUBTOTAL EROSION CONTROL ITEMS						$5760.00
DRAINAGE ITEMS						
24	760	4,200	L F	Clean and Reshape Ditches, Complete in Place @ five dollars and no cents Per Linear Foot	$ 5.00	$21,000.00
SUBTOTAL DRAINAGE ITEMS						$21,000.00
MISCELLANEOUS ITEMS						
25	502	2	EA	Furnish and Install Project Sign, Complete in Place @ six hundred fifty dollars and no cents Per Each	$ 650.00	$1300.00
26	502/508/510	3	MO	Furnish, Install, and Maintain Traffic Control Devices and Appurtenances in Accordance with the Texas Manual on Uniform Traffic Control Devices (Latest Edition), Complete in Place @ five thousand dollars and no cents Per Month	$ 5000.00	$15000.00
SUBTOTAL MISCELLANEOUS ITEMS						$16,300.00

Item No.	Spec. No.	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
EXTRA WORK ITEMS (To be used only as directed by the Engineer)						
27	162	250	S Y	Furnish and Install Block Sodding as Directed by Engineer, Complete in Place @ three dollars and fifty cents Per Square Yard	$ 3.50 ($2 50)*	$ 875.00
28	168	120	M G	Furnish and Perform Vegetative Watering, as Directed by the Engineer, Complete in Place @ fifty dollars and no cents Per Thousand Gallon	$ 50.00 ($50 00)*	$ 6000.00
29	400	50	C Y	Extra Select Backfill as Directed by the Engineer, Complete in Place @ fifteen dollars and no cents Per Cubic Yard	$ 15.00 ($15 00)*	$ 750.00
30	400	50	C Y	Extra Bank-Sand Backfill as Directed by Engineer, Complete in Place @ eighteen dollars and no cents Per Cubic Yard	$ 18.00 ($18 00)*	$ 900.00
31	440	1,000	LBS	Extra Steel Reinforcing as Directed by Engineer, Complete in Place @ fifty cents Per Pound	$ .50 ($0 50)*	$ 500.00
32	110	100	C Y	Extra Haul and Disposal of Excavated Material, Complete in Place @ twelve dollars and no cents Per Cubic Yard	$ 12.00 ($12 00)*	$ 1200.00

Item No.	Spec. No.	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
33	420	25	C Y	Extra Class "A" Concrete including Forming, Complete in Place @ three hundred twenty-five dollars and no cents Per Cubic Yard	$ 325.00 ($325 00)*	$8125.00
34	110	100	C Y	Extra Machine Excavation as Directed by Engineer, Complete in Place @ ten dollars and no cents Per Cubic Yard	$ 10 00 ($10 00)*	$1000.00
35	110	100	C Y	Extra Hand Excavation as Directed by Engineer, Complete in Place @ twenty dollars and no cents Per Cubic Yard	$ 20.00 ($15 00)*	$2000.00

SUBTOTAL EXTRA WORK ITEMS $21,350.00

TOTAL AMOUNT $393,584.50

INCIDENTALS: All items of work required under this Contract not specifically called for in the Proposal as pay items shall be considered incidental to the various bid items and no separate payment shall be made for same

The undersigned (Contractor) represents and warrants that (1) all tangible personal property identified as 'materials' in this Proposal will be incorporated into the Project, subject only to field adjustments as to quantities, (2) the prices of such material are exclusive of sales and use taxes, and (3) all sales and use taxes regarding tangible personal property not incorporated into the work are the sole responsibility of the Contractor and the Contractor has paid or will pay such taxes regarding such property

Acknowledge Receipt of Addendum Nos 1 ____ ____ (initial)

ALL BID PRICES SHALL INCLUDE ALL APPLICABLE SALES TAX

*Minimum allowable bid price Bidder may choose to quote a higher price

THE COUNTY OF
GALVESTON
Office of the County Engineer
722 MOODY, 1st FLOOR
GALVESTON, TX 77550
(409) 770-5399(409) 770-5549 (281) 316-8300
FAX (409) 770-5557

Transmittal

To: **Patricia Grady**

From: Mike Fitzgerald Mike

Date: September 19, 2011

Re: Hanson Road Improvements

Cc: Dwight Sullivan

On September 13, 2011 the Commissioners' Court (agenda item no 14a) awarded the above referenced project

Please have the Judge sign and date all four contracts in the place indicated. Please let me know when they are ready and we will pick them up and deliver them to the County Clerk for further handling.

THE STATE OF TEXAS
COUNTY OF GALVESTON

COUNTY OF GALVESTON

SPECIFICATIONS AND CONTRACT DOCUMENTS

HANSON ROAD IMPROVEMENTS
(From F.M. 2094 to KEMAH CITY LIMITS)

PATE JOB No. 1306-004-00

Galveston County, Texas

Jason Brock

STATE OF TEXAS
JASON BROCK
96725
LICENSED
PROFESSIONAL ENGINEER

July 7, 2011

JULY 2011

PATE ENGINEERS
TBPE F-002726

13333 Northwest Fwy, Ste 300 Houston, TX 77040 T 713-462 3178

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SECTION I

Invitation to Bid

General Provisions

Vendor Qualification Packet

Instruction to Bidders

BID #: B111048
OPEN. 7/28/2011
2 00 p m

INVITATION TO BID
HANSON ROAD IMPROVEMENTS
GALVESTON COUNTY, TEXAS

BID #B111048

The County of Galveston solicits bids on the following project

Contract to furnish labor, equipment, materials and incidentals as required for
Bid #B111048, Hanson Road Improvements

Sealed bids in **sets of six, (one (1) original and five (5) copies)** will be received in the office of the County Purchasing Agent, until **2:00 PM** on **07/28/2011** and opened immediately in that office in the presence of the County Auditor and the Purchasing Agent. **Bidders are specifically advised that any bid delivered after this time will be returned unopened.**

Submitted bids will be publicly opened on **7/28/2011 at 2:00 PM** in the Purchasing Agents office located in the Galveston County Courthouse, 722 Moody Avenue (21st St), Fifth (5th) Floor, Galveston, Texas 77550

All bids must be marked on the outside of the envelope
Bid #B111048, Hanson Road Improvements

Bidder's name and return address should be on the outside of the envelope

Plans and specifications may be obtained from the office of Pate Engineers, Inc , 13333 Northwest Freeway, Ste 300, Houston, Texas 77040-6071, 713 462 3178

A $75 00 non refundable deposit shall be required for each set of plans and specifications

Bids will be completed on the forms and proposal sheets provided

Each bid must be accompanied by a Certified or Cashier's Check or acceptable Bidder's Bond in the amount of 5% of bid as a guarantee that, if awarded the contract, within sixty (60) days from the date of bid opening, the bidder will enter into a contract and execute any required Performance and Payment Bonds.

Commissioners' Court reserves the right to waive any informality and to reject any and all bids, and to accept bid or bids which, in its opinion, is most advantageous to the County

Rufus G Crowder, CPPB
Purchasing Agent
Galveston County

BID#: B111048
OPEN: 07/28/2011
TIME: 2:00 PM

GENERAL PROVISIONS
HANSON ROAD IMPROVEMENTS
GALVESTON COUNTY, TEXAS

1. BID PACKAGE

The invitation to bid, general and special provisions, drawings, specifications/line item details, contract documents and the bid sheet are all considered part of this bid package Bids must be submitted in ***sets of six (6), one (1) original and five (5) copies****, on the forms provided by the County, including the bid sheet completed in its entirety and signed by an authorized representative by original signature Failure to complete and sign the bid sheet/contract page(s) may disqualify the bid from being considered by Commissioners' Court Any individual signing on behalf of the bidder expressly affirms that he or she is duly authorized to tender this bid and to sign the bid sheet/contract under the terms and conditions in this bid Bidder further understands that the signing of the contract shall be of no effect unless subsequently awarded and the contract properly executed by Commissioners' Court All figures must be written in ink or typed. Figures written in pencil or with erasures are not acceptable However, mistakes may be crossed out, corrections inserted, and initialed in ink by the individual signing the bid If there are discrepancies between unit prices quoted and extensions, the unit price will prevail Each bidder is required to thoroughly review this entire bid packet to familiarize themselves with the bid procedures, the plans and specifications for the requested work as well as the terms, and conditions of the contract the successful bidder will execute with the County*

2. COMPETITIVENESS AND INTEGRITY

To prevent biased evaluations and to preserve the competitiveness and integrity of such acquisition efforts, bidders are to direct all communications regarding this bid to the Galveston County Purchasing Agent, unless otherwise specifically noted

Do not contact the requesting department. Attempts by offering firms to circumvent this requirement will be viewed negatively and may result in rejection of the offer of the firm found to be in non-compliance

All questions regarding this Invitation to Bid must be submitted in writing to

Rufus G. Crowder, CPPB
Galveston County Purchasing Agent
722 Moody, Fifth (5th) Floor
Galveston, Texas 77550
Fax: (409) 621-7987
E-mail: rufus.crowder@co.galveston.tx.us

An authorized person from the submitting firm must sign all bids This signature acknowledges that the bidder has read the bid documents thoroughly before submitting a bid and will fulfill the obligations in accordance to the terms, conditions, and specifications

Please carefully review this Invitation to Bid. It provides specific information necessary to aid participating firms in formulating a thorough response

3. TIME FOR RECEIVING BIDS

Bids received prior to the submission deadline will be maintained unopened until the specified time for opening If the bidder fails to identify the Bid Number on the outside of the envelope as required, the Purchasing Agent will open the envelope for the sole purpose of identifying the bid number for which the submission was made The envelope will then be resealed No liability will attach to a County office or employee for the premature opening of a bid If you do not submit a bid, return this Invitation to Bid and state reason, otherwise your name may be removed from our mailing list

4. BID OPENING

The names of the bidders and the pricing will be read aloud at the bid opening Sealed bids will be received in the office of the County Purchasing Agent and opened immediately in that office in the presence of the County Auditor and the Purchasing Agent No bid may be withdrawn for a period of sixty (60) calendar days of the bid opening date

GENERAL PROVISIONS
HANSON ROAD IMPROVEMENTS
GALVESTON COUNTY, TEXAS

5. REJECTION OF BIDS

The County, acting through its Commissioners' Court reserves the right to (1) reject any and all bids and waive any informality in the bids received, (2) disregard the bid of any bidder determined to be non responsive to the provisions contained herein

6. RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS

It is the responsibility of the prospective bidder to review the entire invitation to bid packet and to notify the Purchasing Department if the specifications are formulated in a manner that would restrict competition or appear ambiguous Any such protest or question(s) regarding the specifications or bid procedures must be received in the Purchasing Department not less than seventy-two (72) hours prior to the time set for bid opening Vendors are to bid as specified herein or bid an approved equal The mention of any brand name in the specifications is not intended to be restrictive, but is intended to describe the general features and requirements (or equivalent) that Galveston County is seeking

7. SUBSTITUTES

It is not the County's intent to discriminate against any materials of equal merit to those specified, however, no substitutions are allowed for this bid unless specific instructions are included in the Special Provision section that allow alternate substitutions Should the bidder desire to use any substitutions, prior written approval shall be obtained from the County Purchasing Agent sufficiently in advance in order that an addendum might be issued

8. EXCEPTIONS TO BID

No exceptions to this bid are allowed unless specific instructions are included in the Special Provision section that allow exceptions to the bid conditions Otherwise, Bidders must adhere to the specifications when completing their submittals

9. PRICING

Bids will be either lump sum or unit prices as shown on the bid sheet The net price will be delivered to Galveston County, including all freight or shipping charges The County is tax exempt and no taxes should be included in your bid

Cash discount must be shown on bid, otherwise prices will be considered net Unless prices and all information requested are complete, bid may be disregarded and given no consideration

In case of default by the contractor, the County of Galveston may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the contractor, the difference between the price named in the contract of purchase order and the actual cost thereof to the County of Galveston Prices paid by the County of Galveston shall be considered the prevailing market price at the time such purchase is made Periods or performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Agent and the Commissioners' Court

10. PROCUREMENT CARD PROGRAM

The County of Galveston participates in a Procurement Card (P-Card) program that allows payments made to the vendor by credit card. This method normally results in substantially faster bill payments sometimes within three (3) to five (5) days of the actual transaction date If your company will accept payment via credit card (Visa, MasterCard), please notate this in you bid submittal

11. TAX EXEMPTION

Any resultant purchase orders are issued by a political subdivision of the State of Texas which qualifies for exemption from sales, excise, and use taxes pursuant to sections 151 309 – 151 311, of the Texas Tax Code The contractor performing this contract may purchase all materials, and supplies, used or consumed in the performance of this contract by issuing to his supplier an exemption certificate complying with State Comptroller's Ruling #95-9307 in lieu of tax Any such exemption certificate issued by the Contractor in lieu of tax shall be subject to the provisions of the State Comptroller's ruling #95 05 (effective October 2, 1968) or as hereafter amended As a general rule, a vendor is not required to pay state sales tax on goods purchased that are totally incorporated into or consumed by the public improvements Certificates may be issued upon request

GENERAL PROVISIONS
HANSON ROAD IMPROVEMENTS
GALVESTON COUNTY, TEXAS

12. PASS THROUGH COST ADJUSTMENTS

Except in instances of extreme extenuating circumstances Vendor prices shall remain firm throughout the Contract period and any renewals Examples of extreme extenuating circumstances include such situations as a nation wide rail strike, oil shortage, or oil embargos

In extreme extenuating circumstances Vendors may be allowed to temporarily "pass through" additional costs they are forced to incur through no fault of their own A request for a pass through cost increase will not be considered unless a Vendor's cost for his product exceeds 10% over the original cost for the product Also, the increase in cost must be nationwide and consistent for a minimum period of sixty (60) days If a Vendor thinks he will be asking for a pass through cost adjustment during the term of his contract the original cost of his product to him must be stated in Vendor's original bid.

A request for a pass through cost does not guarantee that one will be granted. Vendors must submit such information on each request as is required by the County Purchasing Agent The County Purchasing Agent will review each request on a case by case basis and determine the appropriateness of each request as well as amount and duration of increase Vendors will not be permitted any additional compensation for mark-ups or profits based on the increase in price Rather, such additional compensation will be limited to the actual increase in original cost to the Vendor as such increase is reflected by the original cost stated in the bid But in no event will the amount of additional compensation exceed 25% increase in

Vendor's original cost for his product as such cost is reflected in Vendor's original bid or the duration exceed a period of sixty (60) days In addition, should, during the period of the pass through, cost return to normal or decrease to below pre pass through prices, appropriate downward adjustments will be made No more than one pass through adjustment will be permitted per year

13. MODIFICATION OF BIDS

A bidder may modify a bid by letter at any time prior to the submission deadline for receipt of bids Modification requests must be received prior to the submission deadline Modifications made before opening time must be initialed by bidder guaranteeing authenticity Bids may not be amended or altered after the official opening with the single exception that any product literature and/or supporting data required by the actual specifications, if any, will be accepted at any time prior to the Commissioners' Court consideration of same

14. AWARD OF BIDS

The award will be made to the bidder who is determined to be the lowest bidder demonstrating the best value and ability to fulfill the requirements of the bid The prices proposed will be considered firm and cannot be altered after the submission deadline

The criteria utilized for determining responsibility of bidder(s) includes, but is not limited to, the bidder's experience, skill, ability, business judgment, financial capacity, integrity, honesty, possession of the necessary facilities or equipment, previous performance, reputation, promptness, and any other factor deemed relevant by the County The bidder shall furnish any information requested by the County in order for the County to determine whether a bidder is responsible

In determining and evaluating the best bid, the pricing may not necessarily be controlling, but quality, equality, efficiency, utility, general terms, delivery, suitability of the service offered, and the reputation of the service in general use will also be considered with any other relevant items The Commissioners' Court shall be the sole judge in the determination of these matters

Each bidder, by submitting a bid, agrees that if their bid is accepted by the Commissioners' Court, such bidder will furnish all items and services upon which prices have been tendered and upon the terms and conditions in this bid and contract

GENERAL PROVISIONS
HANSON ROAD IMPROVEMENTS
GALVESTON COUNTY, TEXAS

The contractor shall commence work only after the transmittal of a fully executed purchase order, or contract, and after receiving written notification to proceed from Galveston County The contractor will perform all services indicated in the bid in compliance with this contract

Neither department heads nor elected officials are authorized to sign any binding contracts or agreements prior to being properly placed on the Commissioners' Court agenda and approved in open court Department heads and other elected officials are not authorized to enter into any type of agreement or contract on behalf of Galveston County. Only the Commissioners' Court, acting as a body, may enter into a contract on behalf of Galveston County. Additionally, department heads and other elected officials are not authorized to agree to any type of supplemental agreements or contracts for goods or services Supplemental agreements are subject to review by the Galveston County Legal Department prior to being signed by the County's authorized representative

The County of Galveston reserves the right to accept bids on individual items listed, or group items, or on the bid as a whole, to reject any and all bids, to waive any informality in the bids; and to accept the bid that appears to be in the best interest of the County

Notice of contract award will be made within ninety (90) days of opening of bids to the lowest responsive and responsible contractor, whose bid complies with all the requirements in this Invitation to Bid unless special consideration is granted by the Commissioners' Court

Contractor shall submit to the County, for approval, within ten (10) days from notice of contract award, all Certificates of Insurance evidencing the required coverage as described under insurance in the schedule of the Invitation to Bid, item 29, page 7, Proof of Insurance

The contractor shall not commence work under these terms and conditions of the contract until all applicable Certificates of Insurance, Performance and Payment Bonds, and Irrevocable Letter of Credit (if required) have been approved by the County of Galveston and he/she has received notice to proceed in writing and an executed copy of the contract from the County of Galveston Purchasing Agent

15 RESULTANT CONTRACT

The resultant contract if applicable, shall become effective upon the Commissioners' Court execution of the same The contract documents shall consist of the contract, the general and special provisions, the drawings, bid package, any addenda issued, and any change orders issued during the work If applicable to the attached bid, bidder must sign three (3) original contracts and return with their bid submittal

16. CONTRACT TERM

The term of the resultant contract will begin on the date of execution by the Commissioners' Court and will terminate on the date specified in the resultant contract unless terminated earlier as herein set forth

17. TERMINATION FOR DEFAULT

Failure of either party in the performance of any of the provisions of this contract shall constitute a breach of contract, in which case, either party may require corrective action within ten (10) days from date of receipt of written notice citing the exact nature of such breach Failure of the party being notified to take corrective action within the prescribed ten (10) days, or failure to provide written reply of why no breach has occurred, shall constitute a Default of Contract

All notices relating to default by Bidder of the provisions of the contract shall be issued by County by its Legal Department, and all replies shall be made in writing to the Galveston County Legal Department Notices issued by or issued to anyone other than the Galveston County Legal Department shall be null and void and shall be considered as not having been issued or received

GENERAL PROVISIONS
HANSON ROAD IMPROVEMENTS
GALVESTON COUNTY, TEXAS

Galveston County reserves the right to enforce the performance of this contract in any manner prescribed by law in the event of breach or default of this contract, and may contract with another party, with or without solicitation of bids or bids or further negotiations At a minimum, bidder shall be required to pay any difference in service or materials, should it become necessary to contract with another source, plus reasonable administrative costs and attorney fees

In the event of Termination for Default, Galveston County, its agents or representatives shall not be liable for loss of any profits anticipated to be made by bidder

No waiver by either party of any event of default under this agreement shall operate as a waiver of any subsequent default under the terms of this agreement

County reserves the right to terminate this contract immediately in the event bidder

- Fails to meet delivery or completion schedules;
- Fails to otherwise perform in accordance with the accepted bid and the contract

18. TERMINATION FOR CONVENIENCE

County may terminate this contract upon at least thirty (30) days prior written notice for its' convenience or for any reason deemed by the County to serve the public interest County may terminate this contract upon thirty (30) days prior written notice for any reason resulting from any governmental law, order, ordinance, regulations, or court order In no event shall County be liable for loss of any profits anticipated to be made hereunder by bidder should this contract be terminated early

19. FORCE MAJEURE

If by reason of Force Majeure either Party shall be rendered unable, wholly or in part, to carry out its responsibilities under this contract by any occurrence by reason of Force Majeure, then the Party unable to carry out its responsibility shall give the other Party notice and full particulars of such Force Majeure in writing within a reasonable time after the occurrence of the event, and such notice shall suspend the Party's responsibility for the continuance of the Forced Majeure claimed, but for no longer period

Force Majeure means acts of God, floods, hurricanes, tropical storms, tornadoes, earthquakes, or other natural disasters, acts of a public enemy, acts of terrorism, sovereign conduct, riots, civil commotion, strikes or lockouts, and other causes that are not occasioned by either Party's conduct which by the exercise of due diligence the Party is unable to overcome and which substantially interferes with operations

20. ESTIMATED QUANTITIES

Any reference to quantities shown in the Invitation to Bid are an estimate only Since the exact quantities cannot be predetermined, the County reserves the right to adjust quantities as deemed necessary to meet its' requirements

21. CONTRACTOR INVESTIGATION

Before submitting a bid, each contractor shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the County upon which the contractor will rely If the contractor receives an award as a result of its bid submission, failure to have made such investigations and examinations will in no way relieve the contractor from its obligation to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the contractor for additional compensation

22. NO COMMITMENT BY COUNTY OF GALVESTON

This Invitation to Bid does not commit the County of Galveston to award any costs or pay any costs, or to award any contract, or to pay any costs associated with or incurred in the preparation of a bid to this request, or to procure or contract for services or supplies

GENERAL PROVISIONS
HANSON ROAD IMPROVEMENTS
GALVESTON COUNTY, TEXAS

23. SINGLE BID RESPONSE

If only one bid is received in response to the Invitation to Bid, a detailed cost bid may be requested of the single contractor A cost/price analysis and evaluation and/or audit may be performed of the cost bid in order to determine if the price is fair and reasonable

24. REJECTION/DISQUALIFICATION OF BIDS

Galveston County reserves the right to reject any or all bids in whole or in part received by reason of this bid package and may discontinue its efforts for any reason under this bid package at any time prior to actual execution of the contract by the County Bidders may be disqualified and rejection of bids may be recommended to the Commissioners' Court for any of (but not limited to) the following causes

A Failure to use the bid form(s) furnished by the County, if applicable.
B Lack of signature by an authorized representative that can legally bind the company on the bid form
C Failure to properly complete the bid
D Bids that do not meet the mandatory requirements
E Evidence of collusion among bidders

25. CHANGES IN SPECIFICATIONS

If it becomes necessary to revise any part of this bid, a written notice of such revision will be provided to all bidders in the form of addenda The County is not bound by any oral representations, clarifications, or changes made in the written specifications by the County's employees, unless such clarification or change is provided to bidders in a written addendum from the Purchasing Agent

The County of Galveston reserves the right to revise or amend the specifications up to the time set for opening of bids Such revisions and amendments, if any, shall be announced by amendments to the solicitation Copies of such amendments shall be furnished to all prospective contractors Prospective contractors are defined as those contractors listed on the County's Invitation to Bid list for this material/service or who have obtained his documents subsequent to the advertisement If revisions and amendments require changes in quantities or prices proposed, or both, the date set for opening of bids may be postponed by such number of days as in the opinion of the County shall enable contractors to revise their bids In any case, the bid opening shall be at least five working days after the last amendment, and the amendment shall include an announcement of the new date if applicable, for the opening of bids

26. BID DISCLOSURES

The names of those who submitted bids will not be made public information until after an award is made by Commissioners' Court No price or staffing information will be released Bidders are requested to withhold all inquiries regarding their bid or other submissions until after an award is made No communication is to be had with any County employee, other than the Purchasing Agent, regarding whether a bid was received Violations of this provision may result in the rejection of a bid

27. PROTEST

Any actual or prospective bidder who is allegedly aggrieved in connection with the solicitation or award of bid may protest The protest will be submitted in writing to the Purchasing Agent within seven (7) days after such aggrieved person knows of, or should have known of the facts giving rise thereto If the protest is not resolved by mutual agreement, the Purchasing Agent will promptly issue a decision in writing to the protestant If the protestant wishes to appeal the decision rendered by the Purchasing Agent, such appeal must be made to the Commissioners' Court through the Purchasing Agent The decision of the Court will be final The Court need not consider protests unless this procedure is followed

28. WITHDRAWAL OF BID

Bidders may request withdrawal of a sealed bid prior to the scheduled bid opening time provided the request for withdrawal is submitted to the Purchasing Agent in writing No bids may be withdrawn for a period of sixty (60) calendar days after opening of the bids

GENERAL PROVISIONS
HANSON ROAD IMPROVEMENTS
GALVESTON COUNTY, TEXAS

29. INDEMNIFICATION

The contractor shall agree to assume all risks and responsibility for, and agrees to indemnify, defend, and save harmless, the County of Galveston, its elected and appointed officials and department heads, and its agents and employees from and against all claims, demands, suits, actions, recoveries, judgments, and costs and expenses including reasonable attorney's fees for the defense thereof in connection therewith on account of the loss of life, property or injury or damage to the person which shall arise from contractor's operations under this contract, its use of County facilities and/or equipment or from any other breach on the part of the contractor, its employees, agents or any person(s) in or about the County's facilities with the expressed or implied consent of the County. Contractor shall pay any judgment with cost which may be obtained against Galveston County resulting from contractor's operations under this contract.

Contractor agrees to indemnify and hold the County harmless from all claims of subcontractors, laborers incurred in the performance of this contract. Contractor shall furnish satisfactory evidence that all obligations of this nature herein above designated have been paid, discharged or waived. If Contractor fails to do so, then the County reserves the right to pay unpaid bills of which County has written notice direct and withhold from Contractor's unpaid compensation a sum of money reasonably sufficient to liquidate any and all such lawful claims.

30. PROOF OF INSURANCE

Successful bidder agrees to keep in full force and effect, a policy of public liability and property damage insurance issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners' of the State of Texas, with coverage provision insuring the public from any loss or damage that may arise to any person or property by reason of services rendered by successful bidder and providing that the amount by reason of services limits of not less than the following sums

A. For damages arising out of bodily injury to or death of one person in any one accident –
ONE HUNDRED THOUSAND AND NO/100 ($100,000 00) DOLLARS
B For damages arising out of bodily injury to or death of two or more persons in any one accident –
THREE HUNDRED THOUSAND AND NO/100 ($300,000 00) DOLLARS
C For any injury to or destruction of property in any one accident –
ONE HUNDRED THOUSAND AND NO/100 ($100,000 00) DOLLARS

Successful bidder shall carry in full force Workers' Compensation Insurance Policy(ies), if there is more than one employee, for all employees, including but not limited to full time, part time, and emergency employees employed by the successful bidder Current insurance Certificates certifying that such policies as specified above are in full force and effect shall be furnished by successful bidder to the County

Galveston County shall be listed as the additional insured on policy certificates and shall be notified of any changes to the policy during the contractual period.

31. BID BOND

Each bidder will be required to furnish with their bid a Cashier's or Certified Check from any bank with in the State of Texas or an acceptable Bidder's Bond for the sum of 5% of the total highest bid payable to the County of Galveston The certified check or bid bond will be returned to the unsuccessful bidder(s) and to the successful bidder on the completion of all contract documents and the furnishing of any necessary payment bonds and insurance certificates

The bid bond or check will be forfeited to the County as liquidated damages should the successful bidder fail to give the required payment and performance bonds and insurance certificates and execute the contract with the said County within thirty (30) days after receiving notice of acceptance of its bid

GENERAL PROVISIONS
HANSON ROAD IMPROVEMENTS
GALVESTON COUNTY, TEXAS

32. PERFORMANCE AND PAYMENT BOND(S)

V T C A , Government Code Chapter 2253, requires a Performance Bond (for contracts in the excess of $100,000) and a Payment Bond (for contracts in excess of $25,000), to be provided by the Contractor Each bond required shall be equal to the total contract price and shall be issued by a satisfactory surety company The bond(s) will remain in full force and effect until final completion and acceptance of the work

The bond(s) are to be made payable to the County of Galveston They shall be written on forms provided by the surety for public works projects in Texas A surety licensed to do business in the state of Texas must execute the bond

Bidders should familiarize themselves with the entire provisions of V T C A , Chapter 2253 and the penalties provided for its violation before submitting their bid

33. CONFLICT OF INTEREST DISCLOSURE REPORTING

Proposer may be required under Chapter 176 of the Texas Local Government Code to complete and file a conflict of interest questionnaire (CIQ Form) If so, the completed CIQ Form must be filed with the County Clerk of Galveston County, Texas

If Proposer has an employment or other business relationship with an officer of Galveston County or with a family member of an officer of Galveston County that results in the officer or family member of the officer receiving taxable income that exceeds $2,500 00 during the preceding 12-month period, then Proposer **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County

If Proposer has given an officer of Galveston County or a family member of an officer of Galveston County one or more gifts with an aggregate value of more than $250 00 during the preceding 12-months, then Proposer **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County

The Galveston County Clerk has offices at the following locations

Galveston County Clerk
Galveston County Justice Center, Suite 2001
600 59th Street
Galveston, Texas 77551

Galveston County Clerk
North County Annex, 1st Floor
174 Calder Road
League City, Texas 77573

Again, if Proposer is required to file a CIQ Form, the original completed form is filed with the Galveston County Clerk (not the Purchasing Agent)

For Proposer's convenience, a blank CIQ Form is enclosed with this proposal. Blank CIQ Forms may also be obtained by visiting the Galveston County Clerk's website and/or the Purchasing Agent's website – both of these web sites are linked to the Galveston County homepage, at http //www co galveston tx us

As well, blank CIQ Forms may be obtained by visiting the Texas Ethics Commission website, specifically at http //www ethics state tx us/whatsnew/conflict_forms htm

Chapter 176 specifies deadlines for the filing of CIQ Forms (both initial filings and updated filings)

GENERAL PROVISIONS
HANSON ROAD IMPROVEMENTS
GALVESTON COUNTY, TEXAS

It is Proposer's sole responsibility to file a true and complete CIQ Form with the Galveston County Clerk if Proposer is required to file by the requirements of Chapter 176 Proposer is advised that it is an offense to fail to comply with the disclosure reporting requirements dictated under Chapter 176 of the Texas Local Government Code

If you have questions about compliance with Chapter 176, please consult your own legal counsel Compliance is the individual responsibility of each person, business, and agent who is subject to Chapter 176 of the Texas Local Government Code

34. ENTIRETY OF AGREEMENT AND MODIFICATION

This contract contains the entire agreement between the parties Any prior agreement, promise, negotiation or representation not expressly set forth in this contract has no force or effect Any subsequent modification to this contract must be in writing, signed by both parties

An official representative, employee, or agent of the County does not have the authority to modify or amend this contract except pursuant to specific authority to do so granted by the Galveston County Commissioners' Court

35. NON-COLLUSIONAFFIDAVIT

The contractor declares, by signing and submitting a bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation, that the bid is genuine and not collusive or sham, that the contractor has not directly or indirectly induced or solicited another contractor to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any contractor or anyone else to put in a sham bid, of that anyone shall refrain from bidding, that the contractor has not in any manner, directly or indirectly, sought by agreement, communications, or conference with anyone to fix the bid price of the contractor of any other bidder, or to fix any overhead, profit or cost element of the bid price, or of that of any other contractor, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract, that all statements contained in the bid are true, and further, that the contractor has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any cooperation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid

No negotiations, decisions, or actions shall be initiated by any company as a result of any result of any verbal discussion with any County employee prior to the opening of responses to this Invitation to Bid

No officer or employee of the County of Galveston, and no other public or elected official, or employee, who may exercise any function or responsibilities in the review or approval of this undertaking shall have any personal or financial interest, direct or indirect, in any contract or negotiation process thereof The above compliance request will be part of all County of Galveston contracts for this service

36. PROCUREMENT ETHICS

Galveston County is committed to the highest ethical standards Therefore, it is a serious breach of the public trust to subvert the public purchasing process by directing purchases to certain favored vendors, or to tamper with the competitive bidding process, whether it's done for kickbacks, friendship or any other reason Since misuse of the purchasing power of a local government carries criminal penalties, and many such misuses are from a lack of clear guidelines about what constitutes an abuse of office, the Code of Ethics outlined below must be strictly followed

Galveston County also requires ethical conduct from those who do business with the county

CODE OF ETHICS – Statement of Purchasing Policy

Public employment is a public trust It is the policy of Galveston County to promote and balance the objective of protecting the County's integrity and the objective of facilitating the recruitment and retention of personnel needed by Galveston County Such policy is implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public office

GENERAL PROVISIONS
HANSON ROAD IMPROVEMENTS
GALVESTON COUNTY, TEXAS

Public employees must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Galveston County procurement organization

To achieve this purpose, it is essential that those doing business with Galveston County also observe the ethical standards prescribed herein

General Ethical Standards
It shall be a breach of ethics to attempt to realize personal gain through public employment with Galveston County by any conduct inconsistent with the proper discharge of the employee's duties

It shall be a breach of ethics to attempt to influence any public employee of Galveston County to breach the standards of ethical conduct set forth in this code

It shall be a breach of ethics for any employee of Galveston County to participate directly or indirectly in a procurement when the employee knows that

- The employee or any member of the employee's immediate family, has a financial interest pertaining to the procurement
- A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement
- Any other person, business or organization with which the employee or any member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement

Gratuities
It shall be a breach of ethics to offer, give or agree to give any employee of Galveston County, or for any employee or former employee of Galveston County to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any program requirement or a contract or subcontract, or to any solicitation or bid therefore pending before this government

Kickbacks
It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Galveston County, or any person associated therewith, as an inducement for the award of a subcontract or order

Contract Clause
The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation by Galveston County

Confidential Information
It shall be a breach of ethics for any employee or former employee of Galveston County to knowingly use confidential information for actual or anticipated personal gain, or for the actual or anticipated gain of any person

37. **OPEN RECORDS**
Galveston County is required to adhere to the provisions of the Texas Public Information Act All information, documentation and other material submitted by vendor in response to any solicitations or under any resulting contract thereof may be subject to public disclosure under the Texas Public Information Act (TX Gov't Code,

GENERAL PROVISIONS
HANSON ROAD IMPROVEMENTS
GALVESTON COUNTY, TEXAS

Chapter 552) Vendors are hereby notified that Galveston County strictly adheres to this statute and the interpretations thereof rendered by the Courts and/or Texas Attorney General's office. Vendor shall be deemed to have knowledge of this law and how to protect their interests under it Exceptions to disclosure of information as provided by this statute are intended to protect legitimate interests of the County or vendor, and are not intended to serve as a means to withhold or delay disclosure of information not covered by these exceptions

If vendor considers any submitted information to be proprietary in nature, protected by trade secrets, or otherwise confidential, said material should be clearly marked and conspicuously notated as such. Failure to do so shall not place any burden on the County of Galveston for the release of any material not abiding by this provision.

38. NOTICE

Any notice required or permitted between the parties under this contract must be in writing and shall be delivered in person or mailed, certified mail, return receipt requested, or may be transmitted by fax as follows

To the County at

Hon Mark A Henry, County Judge
722 Moody
Second (2nd) Floor
Galveston, Texas 77550
Fax (409) 765-2653

And to

Rufus G Crowder, CPPB
Purchasing Agent
722 Moody, Fifth (5th) Floor
Galveston, Texas 77550
Fax (409) 621-7987

Harvey Bazaman
Director of County Legal
722 Moody, Fifth (5th) Floor
Galveston, Texas 77550
Fax (409) 770-5560

County of Galveston
Purchasing Department
Vendor Qualification Packet

(rev 1 2, March 29, 2010)

All interested parties seeking consideration for qualified vendor status with the County of Galveston **should complete and return only the following attached forms to:**

Galveston County Purchasing Department
722 Moody Avenue, (21st Street), 5th Floor
Galveston, Texas 77550
(409) 770-5371 ***office***
(409) 621-7987 ***fax***

Form PEID: Person /Entity Information Data

Form W-9: Request for Taxpayer Identification Number and Certification
(please note that the included form may not be the latest revised form issued by the Internal Revenue Service Please check the IRS website at http://www irs gov/pub/irs-pdf/fw9 pdf for the latest revision of this form.)

Form CIQ: Conflict of Interest Questionnaire
(please note that the included form may not be the latest revised form issued by the State of Texas Ethics Commission Please check the Texas Ethics Commission website at for the latest revision of this form Please note that Galveston County Purchasing Agent is not responsible for the filing of this form with the Galveston County Clerk per instructions of the State of Texas Ethics Commission)

Certificate(s) of Insurance: **If the person or entity seeking qualified vendor status with the County will be performing work at or on any County owned facility and/or property, Certificate(s) of Insurance are required to be submitted prior to performing any work.**

Insurance requirements are as follows

Public Liability and Property Damage Insurance:

Successful vendor agrees to keep in full force and effect, a policy of public liability and property damage insurance issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners of the State of Texas, with coverage provisions insuring the public from any loss or damage that may arise to any person or property by reason of services rendered by vendor Vendor shall at its own expense be required to carry the following minimum insurance coverages.

- For damages arising out of bodily injury to or death of one person in any one occurrence – one hundred thousand and no/100 dollars ($100,000 00),
- For damages arising out of bodily injury to or death of two or more persons in any one occurrence – three hundred thousand and no/100 dollars ($300,000 00), and
- For injury to or destruction of property in any one occurrence – one hundred thousand and no/100 dollars ($100,000 00)

This insurance shall be either on an occurrence basis or on a claims made basis Provided however, that if the coverage is on a claims made basis, then the vendor shall be required to purchase, at the termination of this agreement, tail coverage for the County for the period of the County's relationship with the vendor under this agreement Such coverage shall be in the amounts set forth in subparagraphs (1), (2), and (3) above

Worker's Compensation Insurance:

Successful vendor shall also carry in full force Workers' Compensation Insurance policy(ies), if there is more than one employee, for all employees, including but not limited to full time, part time, and emergency employees employed by the vendor. Current insurance certificates certifying that such policies as specified above are in full force and effect shall be furnished by the vendor to the County

The County of Galveston shall be named as additional insured on policies listed in subparagraphs above and shall be notified of any changes to the policy(ies) during the contractual period. Insurance is to be placed with insurers having a Best rating of no less than A. The vendor shall furnish the County with certificates of insurance and original endorsements affecting coverage required by these insurance clauses The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The vendor shall be required to submit annual renewals for the term of any contractual agreement, purchase order or term contract, with Galveston County prior to expiration of any policy

In addition to the remedies stated herein, the County has the right to pursue other remedies permitted by law or in equity

The County agrees to provide vendor with reasonable and timely notice of any claim, demand, or cause of action made or brought against the County arising out of or related to utilization of the property Vendor shall have the right to defend any such claim, demand, or cause of action at its sole cost and expense and within its sole and exclusive discretion The County agrees not to compromise or settle any claim or cause of action arising out of or related to the utilization of the property without the prior written consent of the vendor

In no event shall the County be liable for any damage to or destruction of any property belonging to the vendor unless specified in writing and agreed upon by both parties

Procurement Policy - Special Note:

Understand that it is, according to Texas Local Government Code, Section 262 011, Purchasing Agents, subsections (d), (e), and (f), the sole responsibility of the Purchasing Agent to supervise all procurement transactions

Therefore, be advised that all procurement transactions require proper authorization in the form of a Galveston County purchase order from the Purchasing Agent's office prior to commitment to deliver supplies, materials, equipment, including contracts for repair, service, and maintenance agreements Any commitments made without proper authorization from the Purchasing Agent's office, pending Commissioners' Court approval, may become the sole responsibility of the individual making the commitment including the obligation of payment

Code of Ethics - Statement of Purchasing Policy:

Public employment is a public trust It is the policy of Galveston County to promote and balance the objective of protecting the County's integrity and the objective of facilitating the recruitment and

retention of personnel needed by Galveston County Such policy is implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public office

Public employees must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Galveston County procurement organization

To achieve the purpose of these instructions, it is essential that those doing business with Galveston County also observe the ethical standards prescribed here

General Ethical Standards: It shall be a breach of ethics to attempt to realize personal gain through public employment with Galveston County by any conduct inconsistent with the proper discharge of the employee's duties

It shall be a breach of ethics to attempt to influence any public employee of Galveston County to breach the standards of ethical conduct set forth in this code

It shall be a breach of ethics for any employee of Galveston County to participate directly or indirectly in procurement when the employee knows that

- The employee or any member of the employee's immediate family has a financial interest pertaining to the procurement
- A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement
- Any other person, business or organization with which the employee or any member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement

Gratuities: It shall be a breach of ethics to offer, give or agree to give any employee of Galveston County, or for any employee or former employee of Galveston County to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before this government

Kickbacks: It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Galveston County, or any person associated therewith, as an inducement for the award of a subcontract or order

Contract Clause: The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation by Galveston County

Confidential Information: It shall be a breach of ethics for any employee or former employee of Galveston County to knowingly use confidential information for actual or anticipated personal gain, or for the actual or anticipated gain of any person

Questions/Concerns:
If you have any questions or concerns regarding the information or instructions contained within this packet, please contact any member of the Purchasing Department staff at **(409) 770-5371**

Conflict of Interest Forms

Conflict of Interest Reporting:

Proposer may be required under Chapter 176 of the Texas Local Government Code to complete and file a conflict of interest questionnaire (CIQ Form) with the County Clerk of Galveston County, Texas.

If Proposer has an employment or other business relationship with an officer of Galveston County or with a family member of an officer of Galveston County that results in the officer or family member of the officer receiving taxable income that exceeds $2,500.00 during the preceding 12-month period, then Proposer **MUST** complete and file a CIQ Form as required under Chapter 176

If Proposer has given an officer of Galveston County or a family member of an officer of Galveston County one or more gifts with an aggregate value of more than $250.00 during the preceding 12-months, then Proposer **MUST** complete and file a CIQ Form as required under Chapter 176

A blank CIQ Form is enclosed with this proposal Blank CIQ Forms may also be obtained by visiting the Galveston County Clerk's website and/or the Purchasing Agent's website – both of these web sites are linked to the Galveston County homepage, at http //www co galveston tx us Blank CIQ Forms may also be obtained by visiting the Texas Ethics Commission website, specifically at http //www ethics state tx us/whatsnew/conflict_forms htm

Chapter 176 specifies deadlines for the filing of CIQ Forms (both initial filings and updated filings).

It is Proposer's sole responsibility to file a true and complete CIQ Form with the Galveston County Clerk if required Proposer is advised that it is an offense to fail to comply with the disclosure reporting requirements dictated under Chapter 176

In the event Proposer believes that it is not required to file the CIQ Form, then Proposer hereby **CERTIFIES** that by submission of its proposal without the enclosed copy of the filed CIQ Form, that Proposer is not currently required to file a CIQ Form

If you have questions about compliance with Chapter 176, please consult your own legal counsel Compliance is the individual responsibility of each person, business, and agent who is subject to Chapter 176 of the Texas Local Government Code

All information provided on the submitted forms must be typed or plainly and legibly handwritten in blue or black ink. In addition, wherever signatures are requested, the name(s) of the person(s) signing must be printed or typed directly beneath the signature line

Any document that is deemed not legible may cause vendor status to be suspended or denied until corrected

Forms CIS and CIQ must be filed with the County Clerk. The Galveston County Clerk has offices at the following locations

Galveston County Clerk
Galveston County Criminal Justice Center, Suite 2001
600 59th Street
Galveston, Texas 77551

Galveston County Clerk
North County Annex, 1st Floor
174 Calder Road
League City, Texas 77573

If you are required to report under Chapter 176 of the Texas Local Government Code, it is your sole responsibility to comply with the reporting requirements. Compliance with Texas Local Government Code Chapter 176 is the individual responsibility of each local government officer, individual, business, and agent, as applicable. Chapter 176 provides that failure to comply with the reporting requirements is an offense.

COUNTY of GALVESTON

Purchasing Department

rev 1 3, March 29, 2010

FORM PEID:	Request for Person-Entity Identification Data

Instructions Please type or print clearly when completing sections 1 thru 4 and return completed form to

Galveston County Purchasing Agent
722 Moody Avenue (21st. Street), 5th Floor
Galveston, Texas 77550
(409) 770-5371 *office*
(409) 621-7987 *fax*

1.

Business Name:	
Attention Line:	

2.

Physical Address:			
City:		State:	Zip+4:

3.

Billing / Remit Address:			
City:		State:	Zip+4

4.

Main Contact Person:	
Main Phone Number:	
Fax Number:	
E-mail Address:	

Areas below are for County use only.

Requested By:	Phone / Ext. #
Department:	Date:

Action Requested - Check One:	IFAS PEID Vendor Number:	
( ) Add New	( ) Change Data	( ) Re-activate
( ) Inactivate	( ) Employee	( ) Attorney
( ) Landlord	( ) Foster Parent	( ) Refund
( ) One Time	( ) Foster Child	

Form **W-9**
(Rev January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS

Print or type
See Specific Instructions on page 2

Name (as shown on your income tax return)

Business name/disregarded entity name if different from above

Check appropriate box for federal tax classification (required) ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company Enter the tax classification (C=C corporation, S=S corporation P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number street, and apt or suite no)

Requester s name and address (optional)

City state and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box The TIN provided must match the name given on the "Name" line to avoid backup withholding For individuals, this is your social security number (SSN) However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3 For other entities, it is your employer identification number (EIN) If you do not have a number, see *How to get a TIN* on page 3

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

Note If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter

Employer identification number
☐☐ - ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that

1 The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

2 I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

3 I am a U S citizen or other U S person (defined below)

Certification instructions You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return For real estate transactions, item 2 does not apply For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN See the instructions on page 4

Sign Here **Signature of U S person ▶** **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA

Use Form W-9 only if you are a U S person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable to

1 Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2 Certify that you are not subject to backup withholding, or

3 Claim exemption from backup withholding if you are a U S exempt payee If applicable, you are also certifying that as a U S person, your allocable share of any partnership income from a U S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income

Note If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9

Definition of a U S person For federal tax purposes, you are considered a U S person if you are

- An individual who is a U S citizen or U S resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301 7701-7)

Special rules for partnerships Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business Further in certain cases where a Form W-9 has not been received a partnership is required to presume that a partner is a foreign person, and pay the withholding tax Therefore, if you are a U S person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U S status and avoid withholding on your share of partnership income

The person who gives Form W-9 to the partnership for purposes of establishing its U S status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases

- The U S owner of a disregarded entity and not the entity,
- The U S grantor or other owner of a grantor trust and not the trust, and
- The U S trust (other than a grantor trust) and not the beneficiaries of the trust

Foreign person If you are a foreign person, do not use Form W-9 Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities)

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U S tax on certain types of income However, most tax treaties contain a provision known as a "saving clause " Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U S resident alien for tax purposes

If you are a U S resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U S tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items

1 The treaty country Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien

2 The treaty article addressing the income

3 The article number (or location) in the tax treaty that contains the saving clause and its exceptions

4 The type and amount of income that qualifies for the exemption from tax

5 Sufficient facts to justify the exemption from tax under the terms of the treaty article

Example Article 20 of the U S -China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States Under U S law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years However, paragraph 2 of the first Protocol to the U S -China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments This is called "backup withholding " Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators Real estate transactions are not subject to backup withholding

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications and report all your taxable interest and dividends on your tax return

Payments you receive will be subject to backup withholding if·

1 You do not furnish your TIN to the requester,

2 You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3 The IRS tells the requester that you furnished an incorrect TIN,

4 The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5 You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only)

Certain payees and payments are exempt from backup withholding See the instructions below and the separate Instructions for the Requester of Form W-9

Also see *Special rules for partnerships* on page 1

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies

Penalties

Failure to furnish TIN If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect

Civil penalty for false information with respect to withholding If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty

Criminal penalty for falsifying information Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment

Misuse of TINs If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return However, if you have changed your last name for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form

Sole proprietor Enter your individual name as shown on your income tax return on the "Name" line You may enter your business trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line

Partnership, C Corporation, or S Corporation Enter the entity's name on the "Name" line and any business, trade or "doing business as (DBA) name" on the "Business name/disregarded entity name" line

Disregarded entity Enter the owner's name on the "Name" line The name of the entity entered on the "Name" line should never be a disregarded entity The name on the "Name" line must be the name shown on the income tax return on which the income will be reported For example, if a foreign LLC that is treated as a disregarded entity for U S federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes Enter the disregarded entity's name on the "Business name/disregarded entity name" line If the owner of the disregarded entity is a foreign person you must complete an appropriate Form W-8

Note Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate)

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the 'Limited liability company" box only and enter the appropriate code for the tax classification in the space provided If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation enter "C" for C corporation or "S' for S corporation If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301 7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name' line) is another LLC that is not disregarded for federal tax purposes If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name' line

Other entities Enter your business name as shown on required federal tax documents on the "Name" line This name should match the name shown on the charter or other legal document creating the entity You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name' line

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form

Generally, individuals (including sole proprietors) are not exempt from backup withholding Corporations are exempt from backup withholding for certain payments, such as interest and dividends

Note If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding

The following payees are exempt from backup withholding

1 An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2 The United States or any of its agencies or instrumentalities,

3 A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4 A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5 An international organization or any of its agencies or instrumentalities

Other payees that may be exempt from backup withholding include

6 A corporation,

7 A foreign central bank of issue,

8 A dealer in securities or commodities required to register in the United States, the District of Columbia or a possession of the United States,

9 A futures commission merchant registered with the Commodity Futures Trading Commission,

10 A real estate investment trust

11 An entity registered at all times during the tax year under the Investment Company Act of 1940,

12 A common trust fund operated by a bank under section 584(a),

13 A financial institution

14 A middleman known in the investment community as a nominee or custodian, or

15 A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding The chart applies to the exempt payees listed above, 1 through 15

IF the payment is for .	THEN the payment is exempt for
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13 Also, C corporations
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC Miscellaneous Income and its instructions

[2] However the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding medical and health care payments attorneys' fees gross proceeds paid to an attorney and payments for services paid by a federal executive agency

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN) Enter it in the social security number box If you do not have an ITIN, see *How to get a TIN* below

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN However, the IRS prefers that you use your SSN

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one) Do not enter the disregarded entity's EIN If the LLC is classified as a corporation or partnership, enter the entity's EIN

Note See the chart on page 4 for further clarification of name and TIN combinations

How to get a TIN If you do not have a TIN, apply for one immediately To apply for an SSN, get Form SS-5, Application for a Social Security Card from your local Social Security Administration office or get this form online at *www ssa gov* You may also get this form by calling 1-800-772-1213 Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN You can apply for an EIN online by accessing the IRS website at *www irs gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business You can get Forms W-7 and SS-4 from the IRS by visiting IRS gov or by calling 1-800-TAX-FORM (1-800-829-3676)

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments The 60-day rule does not apply to other types of payments You will be subject to backup withholding on all such payments until you provide your TIN to the requester

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon

Caution *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8*

Part II. Certification

To establish to the withholding agent that you are a U S person, or resident alien, sign Form W-9 You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise

For a joint account, only the person whose TIN is shown in Part I should sign (when required) In the case of a disregarded entity, the person identified on the "Name" line must sign Exempt payees see *Exempt Payee* on page 3

Signature requirements Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983 You must give your correct TIN, but you do not have to sign the certification

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983 You must sign the certification or backup withholding will apply If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form

3 Real estate transactions. You must sign the certification You may cross out item 2 of the certification

4 Other payments You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations)

5 Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions You must give your correct TIN, but you do not have to sign the certification

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1 Individual	The individual
2 Two or more individuals (joint account)	The actual owner of the account or if combined funds, the first individual on the account [1]
3 Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4 a The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5 Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6 Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1 671-4(b)(2)(i)(A))	The grantor*
For this type of account	**Give name and EIN of:**
7 Disregarded entity not owned by an individual	The owner
8 A valid trust estate, or pension trust	Legal entity [4]
9 Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10 Association club religious charitable, educational or other tax-exempt organization	The organization
11 Partnership or multi-member LLC	The partnership
12 A broker or registered nominee	The broker or nominee
13 Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district or prison) that receives agricultural program payments	The public entity
14 Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1 671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish If only one person on a joint account has an SSN that person s number must be furnished

[2] Circle the minor s name and furnish the minor s SSN

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line You may use either your SSN or EIN (if you have one) but the IRS encourages you to use your SSN

[4] List first and circle the name of the trust estate or pension trust (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title) Also see *Special rules for partnerships* on page 1

***Note** Grantor also must provide a Form W-9 to trustee of trust

Note If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund

To reduce your risk

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059

Protect yourself from suspicious emails or phishing schemes Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft

The IRS does not initiate contacts with taxpayers via emails Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs gov* You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484 You can forward suspicious emails to the Federal Trade Commission at *spam@uce gov* or contact them at *www ftc gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338)

Visit IRS gov to learn more about identity theft and how to reduce your risk

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest dividends or certain other income paid to you mortgage interest you paid, the acquisition or abandonment of secured property the cancellation of debt or contributions you made to an IRA Archer MSA or HSA The person collecting this form uses the information on the form to file information returns with the IRS reporting the above information Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities states the District of Columbia and U S possessions for use in administering their laws The information also may be disclosed to other countries under a treaty to federal and state agencies to enforce civil and criminal laws or to federal law enforcement and intelligence agencies to combat terrorism You must provide your TIN whether or not you are required to file a tax return Under section 3406 payers must generally withhold a percentage of taxable interest dividend and certain other payments to a payee who does not give a TIN to the payer Certain penalties may also apply for providing false or fraudulent information

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H B 1491, 80th Leg , Regular Session

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176 001(1-a) with a local governmental entity and the person meets requirements under Section 176 006(a)

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176 006, Local Government Code

A person commits an offense if the person knowingly violates Section 176 006, Local Government Code An offense under this section is a Class C misdemeanor

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate)

3 **Name of local government officer with whom filer has employment or business relationship**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176 001(1-a), Local Government Code Attach additional pages to this Form CIQ as necessary

A Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income from the filer of the questionnaire?

☐ Yes ☐ No

B Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D Describe each employment or business relationship with the local government officer named in this section

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

INSTRUCTIONS TO BIDDERS

1 BID PACKAGE

This bid package consists of the Invitation to Bid, the Instructions to Bidders, the bid proposal, the unexecuted Notice of Contract Award, the Special and General Terms and Conditions, any drawings and specifications, and any addenda which the County may issue prior to receipt of bids

2. REVIEW

Each bidder is required to thoroughly review this entire bid packet to familiarize themselves with the bidding procedures, the plans and specifications for the requested work as well as the terms, and conditions of the contract the successful bidder will execute with the County

3. PRE-BID MODIFICATIONS

Any modification to any portion of this bid packet will be in writing in the form of addenda All addenda will be mailed to all holders of plans and specifications at least three (3) days prior to the date of opening bids Bidders should inquire whether addenda have been issued inasmuch as Bidders shall be bound by such addenda whether or not received

4 BID FORMS

All bids must be submitted on forms furnished by County

5 TIME FOR RECEIVING BIDS

Bids received prior to the submission deadline will be maintained unopened until the specified time for bid opening If the bidder fails to identify the Bid Number on the outside of the envelope as required, the Purchasing Agent will open the

envelope for the sole purpose of identifying the Bid Number for which the submission was made. The envelope will then be resealed No liability will attach to a County officer or employee for the premature opening of a bid.

6 **TERM**

The term of the contract will begin on the date of execution by the County and will terminate on the date specified in the document entitled "Contract Award"

7 **AWARD OF BID**

The award will be to the responsive, responsible bidder(s) who submits the lowest and best bid Criteria utilized for determining responsibility of bidder(s) includes, the bidder's experience, skill, ability, business judgment, financial capacity, integrity, honesty, possession of the necessary facilities or equipment, previous performance, reputation, promptness and any other factor deemed relevant by the County The bidder shall furnish any information requested by the County in order for the County to determine whether a bidder is responsible

8 **SUBSTITUTES**

It is not the County's intent to discriminate against any materials of equal merit to those specified, however, should the Bidder desire to use any substitutions, prior written approval shall be obtained from the County sufficiently in advance in order that an addendum might be issued

9 **REJECTION OF BIDS**

The County, acting through its County Commissioners' Court reserves the right to (1) reject any and all bids and waive any informality in the bids received, (2) disregard the bid of any Bidder determined to be not responsible

10. **BID BOND**

Each Bidder will be required to furnish with his bid a Cashier's or Certified Check from any bank in the State of Texas or an acceptable Bidder's Bond for the sum of 5% of the total highest bid payable to the County of Galveston. The certified check or Bid Bond will be returned to the unsuccessful Bidder(s) and to the successful Bidder on the completion of execution of all contract documents and the furnishing of any necessary payment and

performance bonds and insurance certificates

The bid bond or check will be forfeited to the County as liquidated damages should the successful Bidder fail to give the required payment and performance bonds and insurance certificates and execute the contract with the said County within thirty (30) days after receiving notice of acceptance of its bid

11 **PERFORMANCE AND PAYMENT BOND**

V T C A , Government Code Chapter 2253, requires a Performance Bond (for contracts in excess of $100,000) and a Payment Bond (for contracts in excess of $25,000), be provided by the Contractor Each bond required shall be equal to the total contract price and shall be issued by a satisfactory surety company. The bond(s) will remain in full force and effect until final completion and acceptance of the work

The bond(s) are to be made payable to the County of Galveston They shall be written on forms provided by the surety for public works projects in Texas They shall also be executed by a surety and licensed to do business in Texas

Bidders should familiarize themselves with the entire provisions of V T C A ,

Chapter 2253 and the penalties provided for its violations before submitting their bid

12 **CONTRACT**

The contract shall become effective upon the Commissioners' Court's execution of same The contract documents shall consist of the contract, the general and special conditions, the drawings, the bid package, any addenda issued, and any change orders issued during the work

13. **TAX EXEMPTION**

This contract is issued by a political subdivision of the State of Texas which qualifies for exemption from sales, excise and use taxes pursuant to Section 151.309, Texas Tax Code

The Contractor performing this contract may purchase, rent or lease all materials, supplies, equipment used or consumed in the performance of this contract by issuing to his supplier an exemption certificate complying with State Comptroller's Ruling #95-9 07 in lieu of the tax Any such exemption certificate issued by the Contractor in lieu of the tax shall be subject to the provisions of the State Comptroller's ruling #95 05 (effective October 2, 1968) or as hereafter amended

SECTION II

Bid Proposal

Contract Award

BID NUMBER B111048

BID PROPOSAL

The bidder hereby proposes to furnish all labor, material, equipment and incidentals for:

HANSON ROAD IMPROVEMENTS
(From F.M. 2094 to Kemah City Limits)
PATE JOB No. 1306-004-00
Galveston County, Texas

Enclosed is a Certified Check, Cashier's Check or Bid Bond in the sum of 5% of the greatest amount bid.

Bidder agrees to perform in accordance with the requirements of the contract documents in consideration of payment by the County of the prices in this proposal.

IN CASE OF DISCREPANCY BETWEEN UNIT PRICES AND EXTENDED PRICES, UNIT PRICES WILL GOVERN.

Base Bid AND Alternate Bid must be completely filled out in ink or typewritten with any necessary supplemental information attached.

The undersigned hereby agrees to all of the foregoing terms and provisions and to all terms and provisions of the contract, if awarded, which includes all provisions of Sections I - VII of this bid package

BIDDER	RW Lucas Construction, LLC
SIGNATURE	RL
PRINT NAME	Ryan Lucas
TITLE	President
ADDRESS	551 C League City Parkway
CITY, STATE	League City, Texas
ZIP	77573
TELEPHONE	281-316-9990
FAX NO	281-316-6087
DATE	July 28, 2011
TAX I D No.	27-3076189

BID SHEET

COUNTY OF GALVESTON

HANSON DRIVE IMPROVEMENTS
(From F. M. 2094 to Kemah City Limits)
BASE BID

PATE JOB NO. 1306-004-00
GALVESTON COUNTY, TEXAS

Item No	Spec. No	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
EARTHWORK ITEMS						
1	100	5	STA	Preparing of Right-of-Way for Construction, Complete in Place.		
				@ Five thousand dollars zero cents Per Station	$ 5,000 00	$ 25,000 00
2	105	4,800	S Y	Remove and Dispose of Existing Asphalt Pavement and Rigid or Flexible Base Material (All Depths), Complete in Place		
				@ Two dollars zero cents Per Square Yard	$ 2 00	$ 9,600 00
3	104	360	S Y	Remove and Dispose of Existing Concrete Pavements (All Depths), Complete in Place		
				@ Three dollars zero cents Per Square Yard	$ 3 00	$ 1,080 00
4	110	900	C Y	Excavation and Legal Disposal Off-Site, Complete in Place		
				@ Ten dollars zero cents Per Cubic Yard	$ 10 00	$ 9,000 00
SUBTOTAL EARTHWORK ITEMS.						$ 44,680 00

Base Bid Sheet Must Be Initialed By Same Person As Proposal (RL RL)

Item No	Spec. No.	Qty	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
PAVING ITEMS						
5	260	5,850	S Y	Prepare and Compact 6-Inch Lime Stabilized Subgrade, Complete in Place @ Six dollars sixty cents Per Square Yard	$ 6 60	$ 38,610 00
6	260	95	TON	Furnish Lime (6% by Dry Weight), Complete in Place @ One hundred forty five dollars zero cents Per Ton	$ 145 00	$ 13,775 00
7	132/334	570	S Y	Furnish and Install 2-Inch Temporary Asphalt Pavement on Select Fill, Complete in Place @ One dollar zero cents Per Square Yard	$ 1 00	$ 570 00
8	360/421/440	5,400	S Y	Furnish and Install 8-Inch Reinforced Concrete Pavement, Complete in Place @ Thirty four dollars zero cents Per Square Yard	$ 34 00	$ 183,600 00
9	260/360/421/ 440/530	550	S Y	Construct and Pave 7-Inch Concrete Driveways, Complete in Place @ Forty dollars zero cents Per Square Yard	$ 40 00	$ 22,000 00

RL RL

Base Bid Sheet Must Be Initialed By Same Person As Proposal (RL)

Item No.	Spec No.	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
10	658	8	EA	Furnish and Install Roadside Delineator, Complete in Place @ Fifty dollars zero cents Per Each	$50 00	$400 00
11	666	630	L F	Furnish and Install Reflectorized Pavement Markings - Type I, 4-Inch Yellow Dashed, Complete in Place: @ zero dollars fifty cents Per Linear Foot	$0 50	$315 00
12	666	1,600	L F	Furnish and Install Reflectorized Pavement Markings - Type I, 8-Inch White Solid, Complete in Place @ One dollar zero cents Per Linear Foot	$1 00	$ 1,600 00
13	666	4,400	L F	Furnish and Install Reflectorized Pavement Markings - Type I 4-Inch White Solid, Complete in Place @ zero dollars fifty cents Per Linear Foot	$0 50	$ 2,200 00
14	672	120	EA	Furnish and Install 4-inch Square Pavement Marker (Type II-A/A), Complete in Place· @ Five dollars zero cents Per Each	$5 00	$ 600 00

Base Bid Sheet Must Be Initialed By Same Person As Proposal (RG BL

Item No	Spec No.	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
15	672	5	EA	Furnish and Install 4-Inch Square Pavement Marker (Type C88 Blue), Complete in Place		
				@ Five dollars zero cents Per Each	$ 5 00	$ 25 00
SUBTOTAL PAVING ITEMS						$ 263,695 00
EROSION CONTROL ITEMS						
16	506	1	L S	Pollution Prevention Implementation including Maintenance, Permitting, Inspections, and Reporting for all Pollution Prevention Measures as shown on the plans, Complete in Place		
				@ Three thousand dollars zero cents Per Lump Sum	$ 3 000 00	$ 3,000 00
17	506	350	L.F	Furnish and Install Reinforced Fabric Barrier, Complete in Place		
				@ Three dollars zero cents Per Linear Foot	$ 3 00	$ 1,050 00
18	164	1 5	AC	Furnish and Install Broadcast Seeding, Complete in Place.		
				@ One thousand dollars zero cents Per Acre	$ 1,000.00	$ 1,500 00
19	506	60	L F	Furnish and Install Inlet Protection Barrier - Stage II, Complete in Place·		
				@ Five dollars zero cents Per Linear Foot	$ 5 00	$ 300 00
SUBTOTAL EROSION CONTROL ITEMS						$ 5,850 00

Base Bid Sheet Must Be Initialed By Same Person As Proposal (RL) RL

Item No.	Spec. No.	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
DRAINAGE ITEMS						
20	760	4,200	L F	Clean and Reshape Ditches, Complete in Place		
				@ Five dollars zero cents Per Linear Foot	$ 5 00	$ 21,000.00
SUBTOTAL DRAINAGE ITEMS						$ 21,000 00
MISCELLANEOUS ITEMS						
21	502	2	EA	Furnish and Install Project Sign, Complete in Place.		
				@ One thousand dollars zero cents Per Each	$ 1,000 00	$ 2,000 00
22	502/508/510	3	MO	Furnish, Install, and Maintain Traffic Control Devices and Appurtenances in Accordance with the Texas Manual on Uniform Traffic Control Devices (Latest Edition), Complete in Place		
				@ Two thousand dollars zero cents Per Month	$ 2,000.00	$ 6 000 00
SUBTOTAL MISCELLANEOUS ITEMS						$ 8,000 00
EXTRA WORK ITEMS: (To be used only as directed by the Engineer)						
23	162	250	S Y	Furnish and Install Block Sodding as Directed by Engineer, Complete in Place		
				@ Four dollars zero cents Per Square Yard	$ 4 00 ($2 50)*	$ 1,000 00

RL

Base Bid Sheet Must Be Initialed By Same Person As Proposal (RL)

Item No.	Spec. No.	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
24	168	120	M G	Furnish and Perform Vegetative Watering, as Directed by the Engineer, Complete in Place		
				@ Fifty dollars zero cents Per Thousand Gallon	$ 50 00 ($50 00)*	$ 6,000 00
25	400	50	C Y	Extra Select Backfill as Directed by the Engineer, Complete in Place.		
				@ Fifteen dollars zero cents Per Cubic Yard	$ 15 00 ($15 00)*	$ 750 00
26	400	50	C Y	Extra Bank-Sand Backfill as Directed by Engineer, Complete in Place		
				@ Eighteen dollars zero cents Per Cubic Yard	$ 18.00 ($18 00)*	$ 900 00
27	440	1,000	LBS	Extra Steel Reinforcing as Directed by Engineer, Complete in Place		
				@ zero dollars fifty cents Per Pound	$ 0 50 ($0 50)*	$ 500 00
28	110	100	C Y	Extra Haul and Disposal of Excavated Material, Complete in Place		
				@ Twelve dollars zero cents Per Cubic Yard	$ 12 00 ($12 00)*	$ 1,200 00
29	420	25	C Y	Extra Class "A" Concrete including Forming, Complete in Place.		
				@ Three hundred twenty five dollars zero cents Per Cubic Yard	$ 325 00 ($325 00)*	$ 8,125 00

RL

Base Bid Sheet Must Be Initialed By Same Person As Proposal (RL)

Item No.	Spec. No.	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
30	110	100	C Y.	Extra Machine Excavation as Directed by Engineer, Complete in Place		
				@ Ten dollars zero cents Per Cubic Yard	$ 10 00 ($10 00)*	$ 1,000 00
31	110	100	C Y	Extra Hand Excavation as Directed by Engineer, Complete in Place		
				@ Fifteen dollars zero cents Per Cubic Yard	$ 15 00 ($15 00)*	$ 1,500 00

SUBTOTAL EXTRA WORK ITEMS $ 20,975 00

TOTAL AMOUNT $ 364,200 00

INCIDENTALS: All items of work required under this Contract not specifically called for in the Proposal as pay items shall be considered incidental to the various bid items and no separate payment shall be made for same.

The undersigned (Contractor) represents and warrants that (1) all tangible personal property identified as 'materials' in this Proposal will be incorporated into the Project, subject only to field adjustments as to quantities, (2) the prices of such material are exclusive of sales and use taxes, and (3) all sales and use taxes regarding tangible personal property not incorporated into the work are the sole responsibility of the Contractor and the Contractor has paid or will pay such taxes regarding such property

Acknowledge Receipt of Addendum Nos 1, ____, ____ (initial)

ALL BID PRICES SHALL INCLUDE ALL APPLICABLE SALES TAX

*Minimum allowable bid price Bidder may choose to quote a higher price

Base Bid Sheet Must Be Initialed By Same Person As Proposal (RL) RC

BID SHEET

COUNTY OF GALVESTON

HANSON DRIVE IMPROVEMENTS
(From F. M. 2094 to Kemah City Limits)
ALTERNATE BID

PATE JOB NO. 1306-004-00
GALVESTON COUNTY, TEXAS

Item No.	Spec. No.	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
EARTHWORK ITEMS.						
1	100	5	STA	Preparing of Right-of-Way for Construction, Complete in Place		
				@ Five thousand dollars zero cents Per Station	$ 5 000 00	$25,000 00
2	105	5,470	S Y	Remove and Dispose of Existing Asphalt Pavement and Rigid or Flexible Base Material (All Depths) Complete in Place		
				@ Two dollars zero cents Per Square Yard	$ 2 00	$ 10,940 00
3	104	360	S Y	Remove and Dispose of Existing Concrete Pavements (All Depths), Complete in Place·		
				@ Three dollars zero cents Per Square Yard	$ 3 00	$ 1,080 00
4	110	1,200	C Y	Excavation and Legal Disposal Off-Site, Complete in Place.		
				@ Ten dollars zero cents Per Cubic Yard	$ 10.00	$ 12,000.00
SUBTOTAL EARTHWORK ITEMS·						$ 49,020.00

Alternate Bid Sheet Must Be Initialed By Same Person As Proposal (RL) ADDENDUM NO.1

Item No.	Spec No	Qty	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
PAVING ITEMS						
5	260	5,850	S Y	Furnish and Install 6-inch Lime Stabilized Subgrade, Complete in Place		
				@ Six dollars sixty cents Per Square Yard	$ 6 60	$38,610 00
6	260	95	TON	Furnish Lime (6% by Dry Weight), Complete in Place		
				@ One hundred forty five dollars zero cents Per Ton	$ 145 00	$ 13,775 00
7	132/334	570	S Y	Furnish and Install 2-Inch Temporary Asphalt Pavement on Select Fill, Complete in Place·		
				@ One dollar zero cents Per Square Yard	$ 1 00	$570 00
8	300/340	450	TON	Furnish and Install 1-1/2-Inch 'Type D' Dense-Graded HMAC Fine Surface Course, Complete in Place		
				@ Eighty five dollars zero cents Per Ton	$ 85 00	$ 38,250 00
9	300/340	450	TON	Furnish and Install 1-1/2-Inch 'Type B' Dense Graded HMAC, Fine Base Course, Complete in Place:		
				@ Eighty five dollars zero cents Per Ton	$ 85.00	$ 38,250.00
10	247/276	5,850	S Y	Furnish and Install 8-Inch Class L Cement Treated Base, 10% minimum Cement by weight, Complete in Place:		
				@ Fifteen dollars zero cents Per Square Yard	$ 15 00	$ 87,750.00

RL RL

Item No.	Spec No.	Qty.	Unit	Description of Item with Unit Price Written In Words	Unit Price	Total Cost
11	260/360/421/ 440/530	360	S Y	Construct and Pave Concrete Driveways (All Depths), Complete in Place·		
				@ Forty five dollars zero cents Per Square Yard	$ 45 00	$ 16,200 00
12	247/275/316/ 340/530	70	S Y	Construct and Pave Asphalt Driveways (All Depths), Complete in Place		
				@ Sixty dollars zero cents Per Square Yard	$ 60 00	$ 4,200 00
13	132/247/275/ 316/530	120	S Y.	Construct Gravel Driveways (All Depths), Complete in Place·		
				@ Thirty dollars zero cents Per Square Yard	$ 30 00	$ 3,600 00
14	658	8	EA.	Furnish and Install Roadside Delineator, Complete in Place·		
				@ Fifty dollars zero cents Per Each	$ 50 00	$ 400.00
15	666	630	L F	Furnish and Install Reflectorized Pavement Markings - Type I, 4-Inch Yellow Dashed, Complete in Place.		
				@ Zero dollars fifty cents Per Linear Foot	$ 0.50	$ 315 00
16	666	1,600	L F	Furnish and Install Reflectorized Pavement Markings - Type I, 8-Inch White Solid, Complete in Place		
				@ One dollar zero cents Per Linear Foot	$ 1 00	$ 1,600.00

RL

Item No.	Spec. No.	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
17	666	4,400	L F	Furnish and Install Reflectorized Pavement Markings - Type I, 4-Inch White Solid, Complete in Place @ Zero dollars fifty cents Per Linear Foot	$ 0 50	$ 2 200 00
18	672	120	EA	Furnish and Install 4-inch Square Pavement Marker (Type II-A/A), Complete in Place @ Five dollars zero cents Per Each	$ 5 00	$600 00
19	672	5	EA	Furnish and Install 4-Inch Square Pavement Marker (Type Blue C88), Complete in Place @ Five dollars zero cents Per Each	$ 5 00	$25.00
SUBTOTAL PAVING ITEMS						$246,345.00
EROSION CONTROL ITEMS:						
20	506	1	L S.	Pollution Prevention Implementation including Maintenance, Permitting, Inspections, and Reporting for all Pollution Prevention Measures as shown on the plans, Complete in Place· @ Three thousand dollars zero cents Per Lump Sum	$ 3,000 00	$ 3,000 00
21	506	350	L F	Furnish and Install Reinforced Fabric Barrier, Complete in Place @ Three dollars zero cents Per Linear Foot	$ 3 00	$ 1,050.00

Item No	Spec. No.	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
22	164	1 5	AC.	Furnish and Install Broadcast Seeding, Complete in Place		
				@ One thousand dollars zero cents Per Acre	$ 1 000 00	$ 1,500 00
23	506	60	L F	Furnish and Install Inlet Protection Barrier - Stage II, Complete in Place.		
				@ Five dollars zero cents Per Linear Foot	$ 5 00	$ 300 00
SUBTOTAL EROSION CONTROL ITEMS						$ 5,850 00
DRAINAGE ITEMS						
24	760	4,200	L F	Clean and Reshape Ditches, Complete in Place		
				@ Five dollars zero cents Per Linear Foot	$ 5 00	$ 21,000 00
SUBTOTAL DRAINAGE ITEMS						$ 21 000 00
MISCELLANEOUS ITEMS						
25	502	2	EA	Furnish and Install Project Sign, Complete in Place		
				@ One thousand dollars zero cents Per Each	$ 1,000 00	$ 2,000 00
26	502/508/510	3	MO	Furnish, Install, and Maintain Traffic Control Devices and Appurtenances in Accordance with the Texas Manual on Uniform Traffic Control Devices (Latest Edition), Complete in Place.		
				@ Two thousand dollars zero cents Per Month	$ 2,000 00	$ 6,000 00
SUBTOTAL MISCELLANEOUS ITEMS						$ 8,000.00

Item No.	Spec. No.	Qty.	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
EXTRA WORK ITEMS (To be used only as directed by the Engineer)						
27	162	250	S Y	Furnish and Install Block Sodding as Directed by Engineer, Complete in Place @ Two dollars fifty cents Per Square Yard	$ 2 50 ($2 50)*	$ 625 00
28	168	120	M G	Furnish and Perform Vegetative Watering, as Directed by the Engineer, Complete in Place· @ Fifty dollars zero cents Per Thousand Gallon	$ 50.00 ($50 00)*	$ 6,000 00
29	400	50	C Y	Extra Select Backfill as Directed by the Engineer, Complete in Place· @ Fifteen dollars zero cents Per Cubic Yard	$ 15 00 ($15 00)*	$ 750 00
30	400	50	C Y	Extra Bank-Sand Backfill as Directed by Engineer, Complete in Place @ Eighteen dollars zero cents Per Cubic Yard	$ 18 00 ($18 00)*	$ 900 00
31	440	1,000	LBS	Extra Steel Reinforcing as Directed by Engineer, Complete in Place @ Zero dollars fifty cents Per Pound	$ 0.50 ($0 50)*	$ 500.00
32	110	100	C Y	Extra Haul and Disposal of Excavated Material, Complete in Place @ Twelve dollars zero cents Per Cubic Yard	$ 12.00 ($12 00)*	$ 1,200 00

RL

Item No.	Spec. No.	Qty	Unit	Description of Item with Unit Price Written in Words	Unit Price	Total Cost
33	420	25	C Y	Extra Class "A" Concrete including Forming, Complete in Place		
				@ Three hundred twenty five dollars zero cents Per Cubic Yard	$ 325 00 ($325 00)*	$ 8,125 00
34	110	100	C Y	Extra Machine Excavation as Directed by Engineer, Complete in Place		
				@ Ten dollars zero cents Per Cubic Yard	$ 10.00 ($10 00)*	$ 1,000.00
35	110	100	C Y	Extra Hand Excavation as Directed by Engineer, Complete in Place·		
				@ Fifteen dollars zero cents Per Cubic Yard	$ 15 00 ($15 00)*	$ 1 500 00

SUBTOTAL EXTRA WORK ITEMS· $ 20,600 00

TOTAL AMOUNT . . . . . $ 350,815.00

INCIDENTALS: All items of work required under this Contract not specifically called for in the Proposal as pay items shall be considered incidental to the various bid items and no separate payment shall be made for same.

The undersigned (Contractor) represents and warrants that (1) all tangible personal property identified as 'materials' in this Proposal will be incorporated into the Project, subject only to field adjustments as to quantities, (2) the prices of such material are exclusive of sales and use taxes, and (3) all sales and use taxes regarding tangible personal property not incorporated into the work are the sole responsibility of the Contractor and the Contractor has paid or will pay such taxes regarding such property RL

Acknowledge Receipt of Addendum Nos. 1, ____, ____ (Initial).

ALL BID PRICES SHALL INCLUDE ALL APPLICABLE SALES TAX

*Minimum allowable bid price Bidder may choose to quote a higher price.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H B 1491, 80th Leg , Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176 006(a)

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed *See* Section 176 006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code An offense under this section is a Class C misdemeanor

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

NONE

2 ☐ Check this box if you are filing an update to a previously filed questionnaire

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate)

3 Name of local government officer with whom filer has employment or business relationship.

NONE

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176 001(1-a), Local Government Code Attach additional pages to this Form CIQ as necessary

A Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D Describe each employment or business relationship with the local government officer named in this section

4

Signature of person doing business with the governmental entity

Ryan Lucas, President

July 28, 2011

Date

Adopted 06/29/2007

BID TAB

COUNTY OF GALVESTON

HANSON DRIVE IMPROVEMENTS
(From F M 2094 to Kemah City Limits)

JOB NO 1306-004-00, CONTRACT NO 1
Bids Opened July 28, 2011 at 2 00 p m

Item No	Qty	Unit	Description of Item with Unit Price Written in Words	RW Lucas Construction, LLC Unit Price	RW Lucas Construction, LLC Total Cost	AAA Asphalt Paving, Inc Unit Price	AAA Asphalt Paving, Inc Total Cost	GW Phillips Construction, Inc Unit Price	GW Phillips Construction, Inc Total Cost	Metro City Construction, L P. Unit Price	Metro City Construction, L P. Total Cost	Conrad Construction Co , Ltd Unit Price	Conrad Construction Co , Ltd Total Cost
EARTHWORK ITEMS													
1	5	STA	Preparing of Right-of-Way for Construction, Complete in Place	$5,000 00	$25 000 00	$2,500 00	$12,500 00	$4,000 00	$20,000 00	$5,600 00	$28,000 00	$8,300 00	$41,500 00
2	4,800	S Y	Remove and Dispose of Existing Asphalt Pavement and Rigid or Flexible Base Material (All Depths), Complete in Place	$2 00	$9,600 00	$3 50	$16,800 00	$3 60	$17,280 00	$2 20	$10,560 00	$3 00	$14,400 00
3	360	S Y	Remove and Dispose of Existing Concrete Pavements (All Depths), Complete in Place	$3 00	$1,080 00	$5 50	$1,980 00	$4 50	$1,620 00	$2 20	$792 00	$5 00	$1,800 00
4	900	C Y	Excavation and Legal Disposal Off-Site, Complete in Place	$10 00	$9,000 00	$10 00	$9,000 00	$13 00	$11,700 00	$10 00	$9,000 00	$12 00	$10,800 00
SUBTOTAL EARTHWORK ITEMS					**$44,680 00**		**$40,280.00**		**$50,600.00**		**$48,352.00**		**$68,500 00**
PAVING ITEMS													
5	5,850	S Y	Prepare and Compact 6-Inch Lime Stabilized Subgrade, Complete in Place	$6 60	$38,610 00	$3 25	$19,012 50	$4 50	$26,325 00	$2 05	$11,992 50	$3 00	$17,550 00
6	95	TON	Furnish Lime (6% by Dry Weight), Complete in Place	$145 00	$13,775 00	$145 00	$13,775 00	$160 00	$15,200 00	$152 00	$14,440 00	$152 00	$14,440 00
7	570	S Y	Furnish and Install 2-Inch Temporary Asphalt Pavement on Select Fill, Complete in Place	$1 00	$570 00	$12 00	$6,840 00	$4 50	$2,565 00	$44 00	$25,080 00	$45 00	$25,650 00
8	5,400	S Y	Furnish and Install 8-Inch Reinforced Concrete Pavement, Complete in Place	$34 00	$183,600 00	$35 75	$193,050 00	$33 00	$178,200 00	$37 50	$202,500 00	$34 00	$183,600 00
9	550	S Y	Construct and Pave 7-Inch Concrete Driveways, Complete in Place	$40 00	$22,000 00	$60 00	$33,000 00	$36 00	$19,800 00	$50 00	$27,500 00	$45 00	$24,750 00
10	8	EA	Furnish and Install Roadside Delineator, Complete in Place	$50 00	$400 00	$200 00	$1,600 00	$1,000 00	$8,000 00	$87 00	$696 00	$200 00	$1,600 00

*** = Bidder Mathmatical Error**
**** = Bidder Written Word Error**

Item No	Qty	Unit	Description of Item with Unit Price Written in Words	RW Lucas Construction, LLC Unit Price	RW Lucas Construction, LLC Total Cost	AAA Asphalt Paving, Inc Unit Price	AAA Asphalt Paving, Inc Total Cost	GW Phillips Construction, Inc Unit Price	GW Phillips Construction, Inc Total Cost	Metro City Construction, L.P Unit Price	Metro City Construction, L.P Total Cost	Conrad Construction Co., Ltd. Unit Price	Conrad Construction Co., Ltd. Total Cost
11	630	L F	Furnish and Install Reflectorized Pavemen Markings - Type I, 4-Inch Yellow Dashed, Complete in Place	$0 50	$315 00	$0 55	$346 50	$0 75	$472 50	$0 80	$504 00	$0 75	$472 50
12	1,600	L F	Furnish and Install Reflectorized Pavemen Markings - Type I, 8-Inch White Solid, Complete in Place	$1 00	$1,600 00	$1 20	$1,920 00	$1 50	$2,400 00	$1 70	$2,720 00	$1 25	$2,000 00
13	4,400	L F	Furnish and Install Reflectorized Pavemen Markings - Type I 4-Inch White Solid Complete in Place	$0 50	$2,200 00	$0 55	$2,420 00	$0 75	$3,300 00	$0 80	$3,520 00	$0 60	$2,640 00
14	120	EA	Furnish and Install 4-inch Square Pavemei Marker (Type II-A/A), Complete in Place	$5 00	$600 00	$4 05	$486 00	$4 00	$480 00	$5 00	$600 00	$4 00	$480 00
15	5	EA	Furnish and Install 4-Inch Square Pavemei Marker (Type C88 Blue), Complete in Place	$5 00	$25 00	$5 80	$29 00	$6 00	$30 00	$5 60	$28 00	$6 00	$30 00
SUBTOTAL PAVING ITEMS					**$263,695 00**		**$272,479 00**		**$256,772.50**		**$289,580 50**		**$273,212.50**
EROSION CONTROL ITEMS													
16	1	L S	Pollution Prevention Implementation including Maintenance, Permitting, Inspections, and Reporting for all Pollution Prevention Measures as shown on the plans, Complete in Place	$3,000 00	$3,000 00	$1,800 00	$1,800 00	$2,000 00	$2,000 00	$2,200 00	$2,200 00	$1,500 00	$1,500 00
17	350	L F	Furnish and Install Reinforced Fabric Barrier, Complete in Place	$3 00	$1,050 00	$1 50	$525 00	$4 00	$1,400 00	$1 70	$595 00	$1 50	$525 00
18	1 5	AC	Furnish and Install Broadcast Seeding, Complete in Place	$1,000 00	$1,500 00	$665 00	$997 50	$2,000 00	$3,000 00 *	$765 00	$1,147 50	$650 00	$975 00
19	60	L F	Furnish and Install Inlet Protection Barrier Stage II, Complete in Place	$5 00	$300 00	$3 00	$180 00	$6 00	$360 00	$12 00	$720 00	$45 00	$2,700 00
SUBTOTAL EROSION CONTROL ITEMS.					**$5,850.00**		**$3,502 50**		**$6,760 00**		**$4,662 50**		**$5,700 00**
DRAINAGE ITEMS													
20	4,200	L F	Clean and Reshape Ditches, Complete in Place	$5 00	$21,000 00	$6 00	$25,200 00	$5 00	$21,000 00	$5 50	$23,100 00	$5 00	$21 000 00
SUBTOTAL DRAINAGE ITEMS					**$21,000 00**		**$25,200 00**		**$21,000 00**		**$23,100.00**		**$21,000.00**

*** = Bidder Mathmatical Error**
**** = Bidder Written Word Error**

Item No	Qty	Unit	Description of Item with Unit Price Written in Words	RW Lucas Construction, LLC Unit Price	RW Lucas Construction, LLC Total Cost	AAA Asphalt Paving, Inc Unit Price	AAA Asphalt Paving, Inc Total Cost	GW Phillips Construction, Inc Unit Price	GW Phillips Construction, Inc Total Cost	Metro City Construction, L P Unit Price	Metro City Construction, L P Total Cost	Conrad Construction Co , Ltd. Unit Price	Conrad Construction Co , Ltd. Total Cost
MISCELLANEOUS ITEMS													
21	2	EA	Furnish and Install Project Sign, Complete in Place	$1,000 00	$2,000 00	$850 00	$1,700 00	$650 00	$1,300 00	$900 00	$1,800 00	$850 00	$1,700 00
22	3	MO	Furnish, Install and Maintain Traffic Control Devices and Appurtenances in Accordance with the Texas Manual on Uniform Traffic Control Devices (Latest Edition), Complete in Place	$2 000 00	$6,000 00	$2,500 00	$7,500 00	$5 000 00	$15,000 00	$2,200 00	$6,600 00	$2,450 00	$7,350 00
SUBTOTAL MISCELLANEOUS ITEMS					**$8,000 00**		**$9,200 00**		**$16,300 00**		**$8,400.00**		**$9,050.00**
EXTRA WORK ITEMS (To be used only as directed by the Engineer.)													
23	250	S Y	Furnish and Install Block Sodding as Directed by Engineer, Complete in Place	$4 00	$1,000 00	$3 50	$875 00	$3 50	$875 00	$3 60	$900 00	$3 50	$875 00
24	120	M G	Furnish and Perform Vegetative Watering, as Directed by the Engineer, Complete in Place	$50 00	$6 000 00	$50 00	$6,000 00	$50 00	$6,000 00	$50 00	$6,000 00	$50 00	$6 000 00
25	50	C Y	Extra Select Backfill as Directed by the Engineer, Complete in Place	$15 00	$750 00	$15 00	$750 00	$15 00	$750 00	$15 00	$750 00	$15 00	$750 00
26	50	C Y	Extra Bank-Sand Backfill as Directed by Engineer, Complete in Place	$18 00	$900 00	$18 00	$900 00	$18 00	$900 00	$18 00	$900 00	$18 00	$900 00
27	1,000	LBS	Extra Steel Reinforcing as Directed by Engineer, Complete in Place	$0 50	$500 00	$0 50	$500 00	$0 50	$500 00	$0 50	$500 00	$0 50	$500 00
28	100	C Y	Extra Haul and Disposal of Excavated Material, Complete in Place	$12 00	$1 200 00	$12 00	$1 200 00	$12 00	$1,200 00	$12 00	$1,200 00	$12 00	$1,200 00
29	25	C Y	Extra Class "A" Concrete including Forming, Complete in Place	$325 00	$8,125 00	$325 00	$8,125 00	$325 00	$8,125 00	$325 00	$8,125 00	$325 00	$8,125 00
30	100	C Y	Extra Machine Excavation as Directed by Engineer, Complete in Place	$10 00	$1,000 00	$10 00	$1,000 00 *	$10 00	$1,000 00	$10 00	$1,000 00	$10 00	$1,000 00
31	100	C Y	Extra Hand Excavation as Directed by Engineer, Complete in Place	$15 00	$1,500 00	$15 00	$1,500 00 *	$20 00	$2,000 00	$15 00	$1,500 00	$15 00	$1,500 00
SUBTOTAL EXTRA WORK ITEMS					**$20,975 00**		**$20,850 00**		**$21,350 00**		**$20,875 00**		**$20,850 00**
TOTAL AMOUNT BASE BID					**$364,200 00**		**$371,511 50 ***		**$372,782 50 ***		**$394,970 00**		**$398,312 50**

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**** = Bidder Written Word Error**

BID TAB

COUNTY OF GALVESTON

HANSON DRIVE IMPROVEMENTS
(From F M 2094 to Kemah City Limits)
ALTERNATE BID

JOB NO 1306-004-00, CONTRACT NO 1
Bids Opened July 28, 2011 at 2 00 p m

Item No.	Qty	Unit	Description of Item with Unit Price Written in Words	RW Lucas Construction, LLC Unit Price	RW Lucas Construction, LLC Total Cost	AAA Asphalt Paving, Inc. Unit Price	AAA Asphalt Paving, Inc. Total Cost	GW Phillips Construction, Inc. Unit Price	GW Phillips Construction, Inc. Total Cost	Conrad Construction Co., Ltd. Unit Price	Conrad Construction Co., Ltd. Total Cost
EARTHWORK ITEMS											
1	5	STA	Preparing of Right-of-Way for Construction, Complete in Place	$5,000 00	$25,000 00	$2,500 00	$12,500 00	$4,000 00	$20,000 00	$8,300 00	$41,500 00
2	5,470	S Y	Remove and Dispose of Existing Asphalt Pavement and Rigid or Flexible Base Material (All Depths) Complete in Place	$2 00	$10,940 00	$3 50	$19,145 00	$3 60	$19,692 00	$3 00	$16,410 00
3	360	S Y	Remove and Dispose of Existing Concrete Pavements (All Depths), Complete in Place	$3 00	$1,080 00	$5 50	$1,980 00	$4 50	$1,620 00	$5 00	$1,800 00
4	1,200	C Y	Excavation and Legal Disposal Off-Site, Complete in Place	$10 00	$12,000 00	$10 00	$12,000 00	$13 00	$15,600 00	$12 00	$14,400 00
SUBTOTAL EARTHWORK ITEMS					**$49,020 00**		**$45,625.00**		**$56,912 00**		**$74,110 00**
PAVING ITEMS											
5	5,850	S Y	Furnish and Install 6-inch Lime Stabilized Subgrade, Complete in Place	$6 60	$38,610 00	$3 25	$19,012 50	$4 50	$26,325 00	$3 00	$17,550 00
6	95	TON	Furnish Lime (6% by Dry Weight), Complete in Place	$145 00	$13,775 00	$145 00	$13,775 00	$160 00	$15,200 00	$152 00	$14,440 00
7	570	S Y	Furnish and Install 2-Inch Temporary Asphalt Pavement on Select Fill, Complete in Place	$1 00	$570 00	$12 00	$6,840 00	$4 50	$2,565 00	$45 00	$25,650 00
8	450	TON	Furnish and Install 1-1/2-Inch 'Type D' Dense-Graded HMAC Fine Surface Course, Complete in Place	$85 00	$38,250 00	$74 00	$33,300 00	$140 00	$63,000 00	$100 00	$45,000 00
9	450	TON	Furnish and Install 1-1/2-Inch 'Type B' Dense Graded HMAC, Fine Base Course Complete in Place	$85 00	$38,250 00	$72 00	$32,400 00	$140 00	$63,000 00	$100 00	$45,000 00

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Item No.	Qty	Unit	Description of Item with Unit Price Written in Words	RW Lucas Construction, LLC Unit Price	RW Lucas Construction, LLC Total Cost	AAA Asphalt Paving, Inc Unit Price	AAA Asphalt Paving, Inc Total Cost	GW Phillips Construction, Inc. Unit Price	GW Phillips Construction, Inc. Total Cost	Conrad Construction Co , Ltd. Unit Price	Conrad Construction Co , Ltd. Total Cost
10	5,850	S Y	Furnish and Install 8-Inch Class L Cement Treated Base, 10% minimum Cement by weight, Complete in Place	$15 00	$87,750 00	$15 00	$87,750 00	$12 00	$70,200 00	$25 00	$146,250 00
11	360	S Y	Construct and Pave Concrete Driveways (All Depths), Complete in Place	$45 00	$16,200 00	$60 00	$21,600 00	$36 00	$12,960 00	$45 00	$16,200 00
12	70	S Y	Construct and Pave Asphalt Driveways (All Depths), Complete in Place	$60 00	$4,200 00	$37 50	$2,625 00	$31 00	$2 170 00	$50 00	$3,500 00
13	120	S Y	Construct Gravel Driveways (All Depths), Complete in Place	$30 00	$3,600 00	$14 00	$1,680 00	$18 00	$2,160 00	$35 00	$4,200 00
14	8	EA	Furnish and Install Roadside Delineator, Complete in Place	$50 00	$400 00	$200 00	$1,600 00	$1,000 00	$8,000 00	$200 00	$1,600 00
15	630	L F	Furnish and Install Reflectorized Pavement Markings - Type I, 4-Inch Yellow Dashed, Complete in Place	$0 50	$315 00	$0 55	$346 50	$0 75	$472 50	$0 75	$472 50
16	1,600	L F	Furnish and Install Reflectorized Pavement Markings - Type I, 8-Inch White Solid, Complete in Place	$1 00	$1,600 00	$1 20	$1,920 00	$1 50	$2,400 00	$1 25	$2,000 00
17	4,400	L F	Furnish and Install Reflectorized Pavement Markings - Type I, 4-Inch White Solid, Complete in Place	$0 50	$2,200 00	$0 55	$2,420 00	$0 75	$3,300 00	$0 60	$2,640 00
18	120	EA	Furnish and Install 4-inch Square Pavement Marker (Type II-A/A), Complete in Place	$5 00	$600 00	$4 05	$486 00	$4 00	$480 00	$4 00	$480 00
19	5	EA	Furnish and Install 4-Inch Square Pavement Marker (Type Blue C88), Complete in Place	$5 00	$25 00	$5 80	$29 00	$6 00	$30 00	$6 00	$30 00
SUBTOTAL PAVING ITEMS					**$246,345 00**		**$225,784.00**		**$272,262.50**		**$325,012 50**
EROSION CONTROL ITEMS:											
20	1	L S	Pollution Prevention Implementation including Maintenance, Permitting, Inspections, and Reporting for all Pollution Prevention Measures as shown on the plans, Complete in Place	$3,000 00	$3,000 00	$1,800 00	$1,800 00	$2,000 00	$2,000 00	$1,500 00	$1,500 00
21	350	L F	Furnish and Install Reinforced Fabric Barrier, Complete in Place	$3 00	$1,050 00	$1 50	$525 00	$4 00	$1,400 00	$1 50	$525 00

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Item No	Qty	Unit	Description of Item with Unit Price Written in Words	RW Lucas Construction, LLC Unit Price	RW Lucas Construction, LLC Total Cost	AAA Asphalt Paving, Inc Unit Price	AAA Asphalt Paving, Inc Total Cost	GW Phillips Construction, Inc. Unit Price	GW Phillips Construction, Inc. Total Cost	Conrad Construction Co., Ltd Unit Price	Conrad Construction Co., Ltd Total Cost
22	1 5	AC	Furnish and Install Broadcast Seeding, Complete in Place	$1,000 00	$1,500 00	$665 00	$997 50	$2,000 00	$3,000 00	$650 00	$975 00
23	60	L F	Furnish and Install Inlet Protection Barrier - Stage II, Complete in Place	$5 00	$300 00	$3 00	$180 00	$6 00	$360 00	$45 00	$2,700 00
SUBTOTAL EROSION CONTROL ITEMS.					**$5,850 00**		**$3,502 50**		**$6,760 00**		**$5,700.00**
DRAINAGE ITEMS·											
24	4,200	L F	Clean and Reshape Ditches, Complete in Place	$5 00	$21,000 00	$6 00	$25,200 00	$5 00	$21,000 00	$5 00	$21,000 00
SUBTOTAL DRAINAGE ITEMS					**$21,000 00**		**$25,200 00**		**$21,000 00**		**$21,000.00**
MISCELLANEOUS ITEMS:											
25	2	EA	Furnish and Install Project Sign, Complete in Place	$1,000 00	$2,000 00	$850 00	$1,700 00	$650 00	$1,300 00	$850 00	$1,700 00
26	3	MO	Furnish, Install, and Maintain Traffic Control Devices and Appurtenances in Accordance with the Texas Manual on Uniform Traffic Control Devices (Latest Edition), Complete in Place	$2,000 00	$6,000 00	$2,500 00	$7,500 00	$5,000 00	$15,000 00	$2,450 00	$7,350 00
SUBTOTAL MISCELLANEOUS ITEMS.					**$8,000 00**		**$9,200 00**		**$16,300 00**		**$9,050 00**
EXTRA WORK ITEMS· (To be used only as directed by the Engineer.)											
27	250	S Y	Furnish and Install Block Sodding as Directed by Engineer, Complete in Place	$2 50	$625 00	$3 50	$875 00	$3 50	$875 00	$3 50	$875 00
28	120	M G	Furnish and Perform Vegetative Watering, as Directed by the Engineer, Complete in Place	$50 00	$6,000 00	$50 00	$6,000 00	$50 00	$6,000 00	$50 00	$6,000 00
29	50	C Y	Extra Select Backfill as Directed by the Engineer, Complete in Place	$15 00	$750 00	$15 00	$750 00	$15 00	$750 00	$15 00	$750 00
30	50	C Y	Extra Bank-Sand Backfill as Directed by Engineer, Complete in Place	$18 00	$900 00	$18 00	$900 00	$18 00	$900 00	$18 00	$900 00
31	1,000	LBS	Extra Steel Reinforcing as Directed by Engineer, Complete in Place	$0 50	$500 00	$0 50	$500 00	$0 50	$500 00	$0 50	$500 00

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Item No	Qty	Unit	Description of Item with Unit Price Written in Words	RW Lucas Construction, LLC Unit Price	RW Lucas Construction, LLC Total Cost	AAA Asphalt Paving, Inc Unit Price	AAA Asphalt Paving, Inc Total Cost	GW Phillips Construction, Inc Unit Price	GW Phillips Construction, Inc Total Cost	Conrad Construction Co , Ltd. Unit Price	Conrad Construction Co , Ltd. Total Cost
32	100	C Y	Extra Haul and Disposal of Excavated Material, Complete in Place	$12 00	$1,200 00	$12 00	$1,200 00	$12 00	$1,200 00	$12 00	$1,200 00
33	25	C Y	Extra Class "A" Concrete including Forming, Complete in Place	$325 00	$8,125 00	$325 00	$8,125 00	$325 00	$8,125 00	$325 00	$8,125 00
34	100	C Y	Extra Machine Excavation as Directed by Engineer, Complete in Place	$10 00	$1,000 00	$10 00	$1,000 00	$10 00	$1,000 00	$10 00	$1,000 00
35	100	C Y	Extra Hand Excavation as Directed by Engineer, Complete in Place	$15 00	$1,500 00	$15 00	$1,500 00	$20 00	$2,000 00	$15 00	$1,500 00
SUBTOTAL EXTRA WORK ITEMS					**$20,600 00**		**$20,850 00**		**$21,350 00**		**$20,850 00**
TOTAL AMOUNT ALTERNATE BID					**$350,815 00**		**$330,161.50**		**$394,584.50**		**$455,722.50**

*** = Bidder Mathmatical Error**
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CONTRACT AWARD

CONTRACT FOR: **HANSON ROAD IMPROVEMENTS**
(From F.M. 2094 to Kemah City Limits)
PATE JOB No. 1306-004-00
Galveston County, Texas

THIS CONTRACT IS ENTERED INTO BETWEEN GALVESTON COUNTY AND THE CONTRACTOR NAMED BELOW PURSUANT TO SUBCHAPTER B, CHAPTER 271, TEXAS LOCAL GOVERNMENT CODE, AND THE REFERENCED INVITATION TO BID.

Contract No _____

Bid No· B111048

Contractor. RW Lucas Construction, LLC

The Specifications and Drawings are enumerated as follows.

Standard Specifications: **Standard Specifications for Construction and Maintenance Of Highways, Streets and Bridges; adopted by the Texas Department of Transportation, June 2004**

Special Provisions: **Items 1 thru 9**
Special Provision - Project Specific **Item 10**

100 ITEMS – Earth Work and Landscape

100 Preparing Right of Way
104 Removing Concrete
105 Removing Stabilized Base and Asphalt Pavement
110 Excavation
132 Embankment
162 Sodding for Erosion Control
164 Seeding for Erosion Control
168 Vegetative Watering

200 ITEMS – Subgrade Treatments and Base

204 Sprinkling
210 Rolling
216 Proof Rolling
247 Flexible Base
260 Lime Treatment (Road-Mixed)
275 Cement Treatment (Road-Mixed)
292 Asphalt Treatment (Plant-Mixed)

Contract Award (continued)

300 ITEMS - Surface Courses and Pavement

300 Asphalts, Oils, and Emulsions
301 Asphalt Antistripping Agents
302 Aggregates for Surface Treatments
305 Salvaging, Hauling, and Stockpiling Reclaimable Asphalt Pavement
310 Prime Coat
320 Equipment for Asphalt Concrete Pavement
340 Dense-Graded Hot-Mix Asphalt (Method)
360 Concrete Pavement
368 Concrete Pavement Terminals

400 ITEMS - Structures

400 Excavation and Backfill for Structures
402 Trench Excavation Protection
403 Temporary Special Shoring
440 Reinforcing Steel
464 Reinforced Concrete Pipe
465 Manholes and Inlets
467 Safety End Treatment
473 Laying Culvert and Storm Drain Pipe
479 Adjusting Manholes and Inlets
496 Removing Structures

500 ITEMS – MISCELLANEOUS CONSTRUCTION

500 Mobilization
502 Barricades, Signs, and Traffic Handling
506 Temporary Erosion, Sedimentation, and Environmental Controls
508 Constructing Detours
510 One-Way Traffic Control
520 Weighing and Measuring Equipment
530 Intersections, Driveways, and Turnouts

600 ITEMS – MAINTENANCE

634 Plywood Signs
658 Delineator and Object Marker Assemblies
666 Reflectorized Pavement Markings
672 Raised Pavement Markers

Contract Award (continued)

700 ITEMS - MAINTENANCE

760 *Cleaning and Reshaping Ditches*

DRAWINGS **1 Thru 17** Prepared by Pate Engineers, Inc.

ADDENDA: _____

Contract Award (continued)

Sections I (Invitation to Bid; General Provisions, Vendor Qualification Packet, Instructions to Bidders), **II** (Bid Proposal, Contract Award), **III** (Special Terms and Conditions, [including Addenda], Wage Rates & AIA Forms), **IV** (General Terms and Conditions), **V** (Specifications), **VI** (Plans), and **VII** (SWPPP) attached to this Contract Award are all made a part of this Contract and collectively evidence and constitute the entire contract. Contractor shall furnish all materials, perform all of the work required to be done and do everything else required by these documents

Time of Completion· The Contractor shall complete the work within **90** Calendar Days of the issuance of the notice to proceed. The time set forth for completion of the work is an essential element of the Contract

The Contract Sum. The County shall pay the Contractor for performance of the Contract, the sum of three hundred sixty four thousand two hundred Dollars and No/100 ($364,200 00), payments to be made as described herein.

Performance Bond required. (x) yes ( ) no
Payment Bond required: (x) yes ( ) no

This Contract is issued pursuant to award made by Commissioners' Court on Sept 13, 2011

EXECUTED this 20 day of Sept, 2011

COUNTY OF GALVESTON, TEXAS

BY: Mark Henry
MARK HENRY, County Judge

ATTEST:
Dwight D. Sullivan
DWIGHT SULLIVAN, County Clerk

RW Lucas Construction, LLC

BY.
Signature - Title
RYAN LUCAS, PRESIDENT
Printed Name

LUCAS-1 OP ID MIMA

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/16/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Hotchkiss Insurance Agency LLC
13105 NW Freeway, Suite 850
Houston, TX 77040-8312
Tye Justice, CIC
713-956-9800
713-956-0331

CONTACT NAME
PHONE (A/C, No, Ext)
FAX (A/C, No)
E-MAIL ADDRESS

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A Allied Property & Casualty	42579
INSURER B	
INSURER C	
INSURER D	
INSURER E	
INSURER F	

INSURED
Lucas Construction Company,Inc
Willis Lucas
551 C League City Parkway
League City, TX 77573-5429

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / OCCUR X Agg per Project GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / X PROJECT / LOC	X		ACPGLPO7242694793	07/31/11	07/31/12	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
							Emp Ben	$ 1,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS / SCHEDULED AUTOS HIRED AUTOS / NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATUTORY LIMITS / OTHER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Equipment Floater Sched Equipment			ACPCIMP7242694793 DED: $1,000	07/31/11	07/31/12	Any1 Item Scheduled	400,000 4,098,403

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: Hanson Road Improvements
Galveston County and Pate Engineers, Inc are named as Additional Insured with regard to General Liability as required by written contract.

CERTIFICATE HOLDER

PATEENG

Galveston County, TX c/o
Pate Engineers, Inc.
13333 Northwest Frwy ,#300
Houston, TX 77040

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Douglas S. Hotchkiss

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STATUTORY PERFORMANCE BOND
(Texas Public Work)

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Hartford, Connecticut 06183

Bond No 105647318	

KNOW ALL MEN BY THESE PRESENTS, that R W Lucas Construction, LLC, 551 C Link Road, League City, Texas 77573

(hereinafter called the Principal), as Principal and Travelers Casualty and Surety Company of America (hereinafter called the Surety), as Surety, are held and firmly bound unto Galveston County

(hereinafter called the Obligee), as Obligee, in the amount of Three Hundred Sixty Four Thousand Two Hundred Dollars and No/100

($364,200 00) dollars for the payment where of, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents

WHEREAS, the Principal has entered into a certain contract with the Obligee, dated the 13 day of Sept, 20 11, to Bid Number B111048 Hanson Road Improvements (From F M 2094 to Kemah City Limits) Pate Job No 1306-004-00,Galveston County, Texas

which contract is hereby referred to and made a part hereof and to the same extent if copied at length herein

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform the work in accordance with the plans, specifications and contract documents, then this obligation shall be void, otherwise to remain in full force and effect

PROVIDED, HOWEVER, that this bond is executed pursuant to Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provisions of said Code to the same extent as if it were copied at length herein

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this day of Sept 13, 20 11

R W Lucas Construction, LLC
(Principal)

By RYAN LUCAS, PRESIDENT

Travelers Casualty and Surety Company of America

By Kelly J Brooks
Kelly J Brooks, Attorney-in-Fact

CONN

STATUTORY PERFORMANCE BOND PURSUANT TO CHAPTER 2253 OF THE TEXAS GOVERNMENT CODE

STATUTORY PAYMENT BOND
(Texas Public Work)

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Hartford, Connecticut 06183

Bond No 105647318	

KNOW ALL MEN BY THESE PRESENTS, that R W Lucas Construction, LLC, 551 C Link Road, League City, Texas 77573

(hereinafter called the Principal), as Principal and Travelers Casualty and Surety Company of America (hereinafter called the Surety), as Surety, are held and firmly bound unto Galveston County

(hereinafter called the Obligee), as Obligee, in the amount of Three Hundred Sixty Four Thousand Two Hundred Dollars and No/100

($364,200 00) Dollars for the payment where of, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents

WHEREAS, the Principal has entered into a certain contract with the Obligee, dated the 13 day of Sept, 20 11, to Bid Number B111048 Hanson Road Improvements (From F M 2094 to Kemah City Limits) Pate Job No 1306-004-00,Galveston County, Texas

which contract is hereby referred to and made a part hereof and to the same extent if copied at length herein

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said contract , then, this obligation shall be void, otherwise to remain in full force and effect

PROVIDED, HOWEVER, that this bond is executed pursuant to Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provisions of said Code to the same extent as if it were copied at length herein

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 13 day of Sept, 20 11

R W Lucas Construction, LLC
(Principal)

By
RYAN LUCAS, PRESIDENT

Travelers Casualty and Surety Company of America

By Kelly J. Brooks
Kelly J. Brooks, Attorney-in-Fact

WARNING THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

TRAVELERS

POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc
St. Paul Fire and Marine Insurance Company
St Paul Guardian Insurance Company

St Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No 215018

Certificate No 004470263

KNOW ALL MEN BY THESE PRESENTS That St Paul Fire and Marine Insurance Company St Paul Guardian Insurance Company and St Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota that Farmington Casualty Company Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc , is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the ' Companies"), and that the Companies do hereby make, constitute and appoint

C A McClure, Kelly J Brooks, Kenneth L Meyer, and Michelle Ulery

of the City of Houston, State of Texas, their true and lawful Attorney(s)-in-Fact, *each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds* recognizances conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 23rd day of August, 2010

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc
St Paul Fire and Marine Insurance Company
St Paul Guardian Insurance Company

St Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

State of Connecticut
City of Hartford ss

By George W Thompson Senior Vice President

On this the 23rd day of August, 2010, before me personally appeared George W Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc , St Paul Fire and Marine Insurance Company, St Paul Guardian Insurance Company St Paul Mercury Insurance Company Travelers Casualty and Surety Company Travelers Casualty and Surety Company of America and United States Fidelity and Guaranty Company and that he, as such being authorized so to do executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer

In Witness Whereof, I hereunto set my hand and official seal
My Commission expires the 30th day of June 2016

MARIE C. TETREAULT NOTARY PUBLIC CONNECTICUT

Marie C. Tetreault Notary Public

58440-6-11Printed in U S A

WARNING THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc , St Paul Fire and Marine Insurance Company, St Paul Guardian Insurance Company, St Paul Mercury Insurance Company, Travelers Casualty and Surety Company Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her, and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary, and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary, or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority and it is

FURTHER RESOLVED that the signature of each of the following officers President, any Executive Vice President, any Senior Vice President, any Vice President any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached

I, Kevin E Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc , St Paul Fire and Marine Insurance Company, St Paul Guardian Insurance Company St Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 13 day of Sept, 20 11

Kevin E Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www travelersbond com Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached

Travelers

IMPORTANT NOTICE

TO OBTAIN INFORMATION OR MAKE A COMPLAINT:

You may contact Travelers Casualty & Surety Company of America, Travelers Casualty & Surety Company, Travelers Indemnity Company, Standard Fire Insurance Company and/or Farmington Casualty Company for information or to make a complaint at.

Travelers Bond
Attn. Claims
1500 Market Street
West Tower, Suite 2900
Philadelphia, PA 19102

(267) 675-3000
(267) 675-3102 Fax

You may contact the Texas Department of Insurance to obtain the information on companies, coverages, rights or complaints at

Texas Department of Insurance
P.O Box 149104
Austin, TX 78714-9104

(800) 252-3439

ATTACH THIS NOTICE TO YOUR BOND This notice is for information only and does not become a part or a condition of the attached document and is given to comply with Section 2253-021, Government Code, and Section 53 202, Property Code, effective September 1, 2001

SECTION III

Special Terms and Conditions

Wage Rates & AIA Forms

SPECIAL TERMS AND CONDITIONS

CONTRACT FOR: **HANSON ROAD IMPROVEMENTS**
(From F.M. 2094 to Kemah City Limits)
PATE JOB No. 1306-004-00
Galveston County, Texas

In the event of a conflict between any provision of these Special Terms and Conditions and any other section or provision of this bid package or a contract awarded under this bid, the Special Terms and Provisions control If you need additional information, contact the Project Administrator

SCOPE

It is the intent of these specifications to secure a contract to furnish labor, equipment, materials and incidentals as required to· replace approximately 2,500 linear feet of an existing two (2) lane asphalt roadway with a 20-foot wide concrete or asphalt roadway from F M. 2094 to the Kemah City Limits including, roadside ditch cleaning and re-grading, replacement of storm culverts, and replacement of driveways

The work to be performed will be administered by the County's Program Administrator, who, for purposes of this Contract is

Name.	G. Michael Fitzgerald, P E., County Engineer
Address·	123 Rosenberg, Suite 4157, Galveston, Texas 77550
Telephone No ·	(409) 770-5549

GENERAL

The Contractor will be required to make submittals on all materials for pre-delivery approval

All advance warning signs to be set two weeks prior to the start of construction activities and to remain in place until all construction activities are complete and accepted by Galveston County

For this project the contractor will furnish and maintain all barricades and warning signs, including all temporary and portable traffic control devices necessary during the various phases of construction These barricades and warning signs shall be constructed and placed in accordance with the barricades and construction standards, latest Texas MUTCD, and typical construction layouts, or as directed by the Engineer

The Contractor shall be responsible for controlling excess dust and loose rocks produced by the work. The Contractor shall use methods which are reasonable and practical to control these problems.

MATERIAL STORAGE

Mixing of materials, storing of materials, storing of equipment, or repairing of equipment on top of pavement or bridge decks will not be permitted unless specifically authorized by the ENGINEER. Permission will be granted to store materials on subject surfaces if no damage or discoloration will result.

MATERIAL HAULING

Hauling of materials will not be paid for directly, but shall be considered as subsidiary work pertaining to the respective bid items. Haul routes for full and empty loads shall be restricted to State Highways Hauling of equipment is also restricted to State Highways

VERTICAL AND HORIZONTAL CONTROL

Vertical and horizontal control points will be provided by Galveston County All construction surveying and staking will be done by the contractor

MATERIALS TESTING

Galveston County will pay for and conduct materials testing for the County's benefit and use in determining whether to accept or reject the materials or finished products. Contractor is responsible for assuring all materials and finished products comply with the Drawings and Specifications Test results from the County's testing will be made available to Contractor

SUSPENSION OF WORK

In case of suspension of work for any cause, the contractor shall be responsible for the preservation of all materials He shall provide suitable drainage of the roadway and shall erect temporary structures where required. The contractor shall maintain the roadway in good and passable condition until final acceptance

ABATEMENT AND MITIGATION OF EXCESSIVE OR UNNECESSARY CONSTRUCTION NOISE

Throughout all phases of the construction of this project, including the moving, unloading, operating and handling of construction equipment prior to commencement of work, during the project and after the work is complete, the contractor shall make every reasonable effort to minimize the noise imposed upon the immediate neighborhood surrounding the area of construction. Particular and special efforts shall be exercised by the Contractor to avoid the creation of unnecessary noise impacts on adjacent sensitive receptors in the placement of non-mobile equipment such as air compressors, generators, pumps, etc The placement of temporary parked mobile equipment with the engine running shall be such as to cause the least disruption of normal adjacent

activities not associated with the work to be performed by the contractor.

All equipment associated with the work shall be equipped with components designed by the manufacturer wholly or in part to suppress excessive noise and these components shall be maintained in their original operating condition considering normal depreciation Noise-attenuation devices installed by the manufacturer such as mufflers, engine covers, insulation, etc., shall not be removed nor rendered ineffectual nor be permitted to remain off the equipment while the equipment is in use

WORKING HOURS

Work shall not be commenced by the contractor before sunrise and shall be so conducted that all equipment is off the road and safely stored by sunset. Specific permission shall be obtained by the contractor from the Engineer for work during those hours between 7:00 P.M and 6·00 A.M. of the following day

LIQUIDATED DAMAGES

Liquidated damages in the amount of five hundred dollars ($500.00) per day will be assessed for each day beyond the time of completion that the work is not substantially complete

TIME OF COMPLETION

Time of Completion of this project is **90** calendar days from the date of the Notice to Proceed.

PIPELINE, UTILITY LOCATIONS AND CONTRACTOR RESPONSIBILITY

An effort to determine all pipelines and utilities which may impact the project has been made. All known pipelines and utilities have been approximately located and shown on the plans. The Contractor shall notify all utility and pipeline owners before beginning the work Additional unknown utilities and pipelines may be found. Adjustments of these utilities or pipelines shall be done by others at no expense to the contractor However, the Contractor shall cooperate and coordinate his work with the adjustment

The Contractor will anticipate this in making his bid The contractor will not be allowed claims for damages or delays for these adjustments should they be necessary However, additional time will be considered for the contract period

This action, however, shall in no way be interpreted as relieving the Contractor of his responsibilities under the terms of the contract as set out in the plans and specifications. The Contractor shall repair any damage to the facilities caused by his operations at the Contractor's expense and shall restore facilities to service in a timely manner.

BUILDER'S RISK INSURANCE

Builder's Risk Insurance and Professional Liability Insurance will not be required for this project

EXPERIENCE

All bidders must have done a like project within the last two years.

EXCESS, WASTE MATERIAL AND DEBRIS

All excess material, waste material and debris shall become the property of the Contractor and shall be properly disposed of off-site No separate payment shall be made for same

LABOR AND EQUIPMENT

All labor and equipment furnished by the contractor will be considered subsidiary to the various bid items and will not be paid for directly

FIELD OFFICE

For this project the Contractor will not have to provide a field office

INCIDENTALS

All items of work required under this contract not specifically called for in the proposal as pay items shall be considered incidental to the various bid items and no separate payment shall be made for same

FLAGMEN

During certain phases of construction flagmen will be required to direct and control traffic This work will not be paid for directly, but shall be considered incidental to Item 502, "Barricades, Signs and Traffic Handling"

SPECIAL REQUIREMENTS:

1) The attached schedule of wages per hour for this Contract follow

GENERAL DECISION: TX20100046 03/12/2010 TX46

Date· March 12, 2010
General Decision Number. TX20100046 03/12/2010

Superseded General Decision Number· TX20080046

State· Texas

Construction Types Highway

Counties Brazoria, Chambers, Fort Bend, Galveston, Hardin, Harris, Jefferson, Liberty, Montgomery, Orange and Waller Counties in Texas.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects, and railroad construction; bascule, suspension & spandrel arch bridges; bridges designed for commercial navigation; bridges involving marine construction; other major bridges).

Modification Number	Publication Date
0	03/12/2010

SUTX2005-005 11/09/2004

	Rates	Fringes
Asphalt Distributor Operator ..	$ 10.94	0 00
Asphalt paving machine operator	$ 12 01	0 00
Asphalt Raker....	$ 11 13	0 00
Asphalt Shoveler	$ 9 14	0.00
Broom or Sweeper Operator	$ 11.19	0.00
Bulldozer operator	$ 11.81	0 00
Carpenter, Rough	$ 12 49	0 00
Concrete Finisher, Paving.. .	$ 11 38	0.00
Concrete Finisher, Structures.	$ 10.80	0 00
Concrete Paving Curbing Machine Operator	$ 10 00	0 00
Concrete Paving Finishing Machine Operator . .	$ 13.07	0 00
Concrete Paving Joint Sealer Operator	$ 11.00	0 00
Concrete Paving Saw Operator..	$ 12 75	0.00
Concrete Paving Spreader Operator	$ 10.44	0 00
Concrete Rubber	$ 9.00	0 00
Crane, Clamshell, Backhoe, Derrick, Dragline, Shovel Operator	$ 12 71	0 00
Crusher and Screed Plant Operator.	$ 11.29	0.00
Electrician	$ 21.79	0 00
Flagger	$ 9.42	0 00
Form Builder/Setter, Structures	$ 10 50	0 00
Form Liner, Paving & Curb..	$ 11.75	0 00
Form Setter, Paving & Curb .	$ 10 51	0 00
Foundation Drill Operator, Crawler Mounted	$ 15 00	0 00

Foundation Drill Operator, Truck Mounted...	$ 12.73	0.00
Front End Loader Operator.	$ 10 65	0 00
Laborer, common.....	$ 9.15	0 00
Laborer, Utility	$ 9.81	0 00
Manhole Builder..... . .	$ 9 00	0.00
Mechanic..	$ 13.72	0 00
Milling Machine Operator, Fine Grade	$ 13.17	0.00
Mixer operator.	$ 10 33	0.00
Motor Grader Operator, Rough...	$ 13.13	0.00
Motor Grader Operator....	$ 11.67	0 00
Oiler	$ 12 12	0.00
Painter, Structures....	$ 15.54	0 00
Pavement Marking Machine Operator	$ 8 18	0 00
Piledriverman..	$ 12.22	0.00
Pipelayer	$ 9.49	0.00
Reinforcing Steel Setter, Paving	$ 15.14	0.00
Reinforcing Steel Setter, Structure	$ 13 87	0 00
Roller Operator, Pneumatic, Self-Propelled.....	$ 9.91	0.00
Roller Operator, Steel Wheel, Flat Wheel/Tamping	$ 10 43	0.00
Roller Operator, Steel Wheel, Plant Mix Pavement	$ 11 07	0 00
Scraper Operator .	$ 9 92	0.00
Servicer	$ 10 96	0 00
Sign Installer (PGM). ..	$ 8 54	0 00
Slip Form Machine Operator	$ 11 07	0 00
Spreader Box operator	$ 11 12	0.00
Structural Steel Worker . .	$ 12.13	0.00
Tractor operator, Crawler Type	$ 13 00	0 00
Tractor operator, Pneumatic ..	$ 10.07	0 00
Traveling Mixer Operator. .	$ 11.00	0 00
Truck driver, lowboy-Float.	$ 13 16	0 00
Truck driver, Single Axle, Heavy	$ 10.65	0 00
Truck driver, Single Axle, Light...	$ 10 07	0.00
Truck Driver, Tandem Axle, Semi-Trailer...	$ 10.25	0.00
Work Zone Barricade Servicer	$ 9.94	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental

==========

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5 5 (a) (1) (ii))

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively

bargained wage and fringe benefit rates Other designations indicate unions whose rates have been determined to be prevailing

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WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2) and 3) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S Department of Labor
200 Constitution Avenue, N W.
Washington, DC 20210

2) If the answer to the question in 1) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1 8 and 29 CFR Part 7). Write to·

Wage and Hour Administrator
U S Department of Labor
200 Constitution Avenue, N.W
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board) Write to

Administrative Review Board
U S Department of Labor
200 Constitution Avenue, N W
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS

AIA Document G706

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☐
OTHER

TO (Owner)

ARCHITECT'S PROJECT NO.

CONTRACT FOR

CONTRACT DATE

PROJECT:
(name, address)

State of
County of.

The undersigned, pursuant to Article 9 of the General Conditions of the Contract for Construction, AIA Document A201, hereby certifies that, except as listed below, he has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might in any way be held responsible

EXCEPTIONS (If none, write "None" If required by the Owner, the Contractor shall furnish bond satisfactory to the Owner for each exception)

SUPPORTING DOCUMENTS ATTACHED HERETO

1 Consent of Surety to Final Payment Whenever Surety is involved, Consent of Surety is required AIA DOCUMENT G707, CONSENT OF SURETY, may be used for this purpose.
Indicate attachment (yes) (no).

The following supporting documents should be attached hereto if required by the Owner

1 Contractor's Release or Waiver of Liens, conditional upon receipt of final payment

2 Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof

3 Contractor's Affidavit of Release of Liens (AIA DOCUMENT G706A)

CONTRACTOR

Address

BY

Subscribed and sworn to before me this

day of 19

Notary Public

My Commission Expires

CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

AIA DOCUMENT G706A

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☐
OTHER ☐

TO (Owner)

ARCHITECT'S PROJECT NO

CONTRACT FOR

CONTRACT DATE

PROJECT
(name, address)

State of
County of

The undersigned, pursuant to Article 9 of the General Conditions of the Contract for Construction, AIA Document A201, hereby certifies that to the best of his knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS (If none, write 'None' If required by the Owner, the Contractor shall furnish bond satisfactory to the Owner for each exception)

SUPPORTING DOCUMENTS ATTACHED HERETO

1 Contractor's Release or Waiver of Liens, conditional upon receipt of final payment

2 Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof

CONTRACTOR

Address

BY

Subscribed and sworn to before me this

day of 19

Notary Public

My Commission Expires

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

AIA DOCUMENT G707

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☐
OTHER

PROJECT:
(name, address)

TO (Owner)

ARCHITECT'S PROJECT NO.

CONTRACT FOR

CONTRACT DATE

CONTRACTOR

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the (here insert name and address of Surety Company)

, SURETY COMPANY,

on bond of (here insert name and address of Contractor)

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to (here insert name and address of Owner)

, OWNER,

as set forth in the said Surety Company's bond

IN WITNESS WHEREOF,
the Surety Company has hereunto set its hand this day of 19

Surety Company

Signature of Authorized Representative

Attest
(Seal)

Title

NOTE This form is to be used as a companion document to AIA DOCUMENT G706, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS, Current Edition

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CONSENT OF SURETY TO REDUCTION IN OR PARTIAL RELEASE OF RETAINAGE

AIA DOCUMENT G707 A

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☐
OTHER

PROJECT
(name, address)

TO (Owner)

ARCHITECT'S PROJECT NO:

CONTRACT FOR·

CONTRACT DATE

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, th
(here insert name and address of Surety as it appears in the bond)

, SURET

on bond of (here insert name and address of Contractor as it appears in the bond)

, CONTRACTOF

hereby approves the reduction in or partial release of retainage to the Contractor as follows

The Surety agrees that such reduction in or partial release of retainage to the Contractor shall not relieve the Sure
of any of its obligations to (here insert name and address of Owner)

, OWNE

as set forth in the said Surety's bond

IN WITNESS WHEREOF,
the Surety has hereunto set its hand this day of 19

Surety

Signature of Authorized Representative

Attest
(Seal)

Title

SECTION IV

General Terms and Conditions

GENERAL TERMS AND CONDITIONS

1 COUNTY AS OWNER

The word "County" in this contract refers to the County of Galveston

2. CONTRACTOR

The word "Contractor" refers to the person or entity agreeing to perform the work in this contract

3. PROGRAM ADMINISTRATOR

The term "Program Administrator" refers to the person designated by County to act on its behalf in administering this contract.

4 STATUS OF CONTRACTOR

The Contractor shall at all times be considered to be an independent contractor, and will not hold itself or its employees out to be employees or agents of the County of Galveston

The Contractor shall provide, at the Contractor's expense, competent, full-time supervision of the work while actually in progress

5 ASSIGNMENT AND SUBLETTING

The Contractor will retain full control over this contract and will not assign or subcontract said contract without the prior written consent of the County The Contractor further agrees that the subcontracting any portion or feature of the work shall not relieve the Contractor from its full obligations under this contract.

6 EQUAL OPPORTUNITY

The Contractor and all Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination

7 **CONTRACT**

This contract consists of the following documents, Invitation to Bid, Instructions to Bidders, Bid Proposal, Contract Award, Special Terms and Conditions (including specifications, drawings and addenda), General Terms and Conditions, and any other documents referenced herein or attached hereto for the work. Collectively these documents may also be referred to as the Plans and Specifications

8 **DISCREPANCIES AND OMISSIONS**

In the event of any discrepancy between the Plans and Specifications, or otherwise, or in the event of any doubt as to the meaning and intent of any portion of the Plans and Specifications, the Program Administrator shall define which is intended to *apply to the work. Such definition shall be final and binding on Contractor.*

9. **COLLATERAL CONTRACT**

The County reserves the rights to provide by separate contract or otherwise, in such manner as not to delay its programs or damage said Contractor, all labor and material essential to the completion of the work that is not included in this contract.

10 **TIME**

The Contractor is advised that time for completion will consist of the number of calendar days set out in the Contract Award

The time for completion will begin to run on the day after the issuance of a notice to proceed by the Program Administrator The Contractor is required to start work no later than ten (10) working days after the issuance of the written notice to proceed. Failure to timely commence operations may be deemed by the County to be a default The Contractor will complete the work at that site within the time period specified If there is more than one site listed on the notice to proceed, work for all sites must be completed not later than is specified for each site by the Program Administrator

11. **TIME AND ORDER OF COMPLETION**

The Contractor will commence work within ten (10) working days after the issuance of the notice to proceed and will substantially complete it within the time specified in the Contract Award

By the term "substantially completed" is meant that work shall be fully completed with the exception of minor miscellaneous work and adjustment

12. **EXTENSION OF TIME**

Should the Contractor be delayed in the completion of the work by an act or neglect of the County or Program Administrator, or by any employee of either, or by other Contractors employed by the County, or by changes ordered in the work, or by strikes, lockouts, fire, or unusual delays by common carriers, or unavoidable cause or causes beyond the Contractor's control or by any cause which the Program Administrator shall decide justifies the delay, then an extension of time shall be allowed for completing the work sufficient to compensate for the delay The Contractor shall give the Program Administrator prompt notice in writing of the cause of such delay. The amount of the extension will be determined by the Program Administrator

13 **LOSSES FROM NATURAL CAUSES**

All damage to the work from the action of the elements, or from any unforeseen circumstances in the prosecution of the work shall be repaired by the Contractor at his own cost

14 **KEEPING OF PLANS AND SPECIFICATIONS ACCESSIBLE**

The Contractor shall keep one (1) copy of all Plans and Specifications constantly accessible at the work site and available for inspection at all times

15 **PERFORMANCE OF WORK**

All work shall be performed and completed in a thorough, workmanlike manner and in accordance with the latest proven practices of the trade by thoroughly skilled and experienced workers.

16 **STORAGE AND CLEANUP**

The County does not assume responsibility for any materials, tools, or equipment stored on or about the worksite. The worksite shall be cleared of debris by the Contractor continuously through the progress of the work and also upon final completion of the work

17 **WORKING HOURS**

Contractor may perform work twenty four hours a day, seven days a week, unless otherwise restricted by the Special Conditions of this contract

18 **WORKSITE SECURITY**

Contractor shall maintain the security of the worksite and shall restrict access to the site to the following·

a) its employees,
b) employees of subcontractors,
c) representatives of manufacturers whose goods are utilized in the work and are called to the site by either the Contractor or the Program Administrator; and
d) agents and/or employees of the County.

Contractor shall provide adequate protection to persons on the worksite, adjacent properties, and utilities as is necessary to keep each free of damage or injury. Contractor shall furnish all barricades, warning lights and other safety devices necessary for the safety and protection of the public and shall remove them upon completion of the work performed on those premises under the terms of this contract.

Contractor will have complete control over the work site and shall be fully responsible for any loss of or damage to any County property from any cause and will reimburse County in the event of any loss or damage to County's property from any cause

Contractor shall take proper means to protect adjacent or adjoining properties which might be injured or seriously effected by construction undertaken under this Agreement from any damage or injury by reason of said process of construction. Contractor shall be liable for any and all claims for such damage on account of its failure to fully protect all adjoining properties

19 **ALCOHOL/DRUG FREE WORKPLACE**

The County is committed to maintaining an alcohol and drug free workplace. Possession, use or being under the influence of alcohol or controlled substances by the Contractor's employees while in the performance of this Contract is prohibited. Violation of this requirement shall constitute grounds for immediate termination of the contract.

20 **LABOR**

Contractor is encouraged to use local labor, but not at the expense of poor workmanship and higher cost.

Contractor will not discriminate against any employee or applicant for employment because of race, religion, creed, color or national origin Contractor agrees to post in a conspicuous place a notice setting forth provisions of this non-discrimination clause

In the event of Contractor's non-compliance with the non-discrimination clause of this contract, the contract entered into may be canceled in whole or in part.

21. **WAGE RATES**

This Contract is a Public Works Contract governed by V T.C.A , Government Code, Chapter 2258 That Act requires Contractor to pay workers not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed and not less than the general prevailing rate of per diem wages for legal holiday and overtime work

Prevailing wage rates determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S C Section 276a et seq) are used in this contract and are incorporated and made a part hereof.

In the event other crafts or types of workers are required than are listed therein, such workers shall be paid at a rate not less than the prevailing rate for similar workers in the Galveston County area

Contractor acknowledges that

A) Pursuant to V T C A., Government Code §2258 022, a violation of the obligation to pay workers the prevailing wages shall result in Contractor paying the County the amount of $60.00 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the Contract, and

B) Contractors and Subcontractors shall be required to keep a record showing the name and occupation of each worker employed by Contractor or Subcontractor in the construction of the work called for in the contract and the actual per diem wages paid to each worker The record shall be open at all reasonable hours to inspection by the officers and agents of the County.

Contractor represents it has read this law and the penalties provided prior to entering into this agreement

22 **UTILITIES**

Contractor shall be responsible for any charges which may be made by any city or utility companies for the work to be performed by Contractor

23 **PARKING**

Contractor shall be responsible for the expense of parking the Contractor's vehicle(s) in a legal manner and at no expense or inconvenience to the County

24 **FIRE AND SAFETY**

Contractor is completely responsible for fire protection at the job site as well as the safety of its own employees as well as those entering onto the job site

25 **CONTRACTOR'S BUILDINGS**

The building of structures for housing men, or the erection of tents or other forms of protection will be permitted only at such places as the Program Administrator shall permit, and the sanitary conditions of the grounds in or about such structures shall at all times be maintained in the manner satisfactory to the Program Administrator

26. **INSURANCE**

Contractor shall obtain and pay for insurance set forth below prior to commencing work, and shall file with the Program Administrator certificates or copies of policies for approval and as proof of coverage·

1) Workmen's Compensation
   a. State Statutory
   b Applicable - Statutory

2) Comprehensive General Liability (including Premises – Operations, Independent Contractor's Protective, Products and Completed Operations, Broad Form Property Damage)
   a Bodily Injury –
      $100,000 00 each person, each occurrence
      $300,000 00 Aggregate, each occurrence
   b. Property Damage including loss of use –
      $100,000.00 Each Occurrence
   c Products and Completed Operations to be maintained for 1 year after Final Payment
   d Property Damage Liability Insurance will provide X, C or U coverage as applicable

3) Contractual Liability
   a Bodily Injury
      $100,000.00 Each Person
      $300,000.00 Each Occurrence
   b Property Damage
      $100,000 00 Each Occurrence

4) Personal injury, with Employment Exclusion deleted
      $100,000 00 Each Occurrence

5) Comprehensive Automobile Liability (including owned, non-owned and hired motor vehicles)·
   a Bodily Injury
      $100,000 00 Each Person
      $300,000 00 Each Occurrence
   b. Property Damage
      $100,000 00 Each Occurrence

6) Builders Risk Insurance

The contractor shall furnish one copy of each Certificate of Insurance herein required with each signed copy of the Agreement and prior to commencement of the work. The contractor shall furnish to the Owner copies of any endorsements that are subsequently issued amending coverage or limits Receipt of all required notices shall be evidenced by return receipt of registered or certified letter The policies shall contain provision that coverages will not be cancelled until at least thirty days' prior written notice has been given to the County. In the event of such notice of cancellation being given the contractor will provide substitute policies with the same provisions to county prior to the effective date of such cancellation

The above requirements do not establish limits of Contractor's liability

Contractor shall at all times during the term of this contract and any extensions thereof maintain such insurance coverage.

Such insurance is to be provided at the sole cost of Contractor.

All policies of insurance shall waive all rights of subrogation against County, its officers, employees and agents

The County shall be named as "additional insured" on such policies as are specified above

The County reserves the right to require additional insurance should it be deemed necessary.

27 **SANITATION**

Necessary sanitary conveniences for the use of laborers at the worksite, properly secluded from the public observation, shall be constructed and maintained by Contractor in such manner at such points as shall be approved by the Program Administrator, and their use shall be strictly enforced

28. **DAILY CLEANUP**

Contractor shall confine to the work site all materials and refuse generated by Contractor's operations. Materials which are stored on-site shall be stored in an orderly manner Materials or refuse from demolition and/or removal operations which become scattered in adjacent areas shall be collected and returned to the work site and satisfactorily removed. Truck hauling materials must be covered to keep materials from littering streets

29 **FINAL GRADING**

If grading is required, when work is complete, Contractor shall grade the site to fill in holes and make a presentable appearance without disturbing trees and add fill dirt if needed Contractor may not leave voids in the grading and compaction of the property. The land shall have a smooth appearance without concrete, bricks, building materials, and other debris on the surface

30 **RIGHT OF ENTRY**

County reserves the right to enter the property or location at which the work is being conducted, by such agents as it may elect, for the purpose of inspecting the work, or for the purpose of constructing or installing such collateral work as County may desire, or for any other purpose deemed necessary by County.

31. **INSPECTION**

County reserves the right to inspect the work done by Contractor at any time

The inspection may include examination of the material furnished and the work done under this agreement to ensure compliance with the plans and specifications

Contractor shall furnish all reasonable aid and assistance required by the inspector(s) for the proper inspection and examination of the work. The inspector(s) may make any order requiring remedy of deficient performance at any time Should Contractor object to any order by any inspector, Contractor may, within 24 hours, make written appeal to the Program Administrator for his decision, which decision shall be final and binding on Contractor

The approval or failure of an inspector to reject non complying work or materials shall not relieve Contractor of his obligation to perform the work in full compliance with the plans and specifications for the work.

Contractor shall be responsible for the costs associated by the exposing and covering of any item of concealed work for which an inspection is performed

32. **DEFECTS AND THEIR REMEDIES**

It is further agreed that if the work or any part thereof, or any material brought on the ground for use in the work or selected for the same, shall be deemed by the Program Administrator as unsuitable or not in conformity with the specifications Contractor shall, after receipt of written notice thereof from the Program Administrator, forthwith remove such material and rebuild or otherwise remedy such work so that it shall be in full accordance with this contract.

33 **SUBSTANTIAL COMPLETION**

When the Contractor determines that the work is substantially complete, he shall advise the Program Administrator of such and schedule a time for the Program Administrator to inspect the work Contractor shall have all systems fully functional and operational for the inspection of the Program Administrator. All phases of the work will be examined by the Program Administrator, who will note any deficiencies in the work and notify Contractor of the same

The Program Administrator may acknowledge that the project is substantially complete if the work has been completed to the point where the work can be utilized for the general purpose for which it was undertaken, however, if the project is found not to be substantially complete, the Program Administrator will so advise the contractor

34 **FINAL COMPLETION AND ACCEPTANCE**

Within ten (10) days after Contractor has given the Program Administrator written notice that the work has been completed, or substantially completed, the Program Administrator shall inspect the work and, within said time, if the work be found to be completed or substantially completed in accordance with the plans and specifications, the Program Administrator shall issue a substantial completion certificate

Should such inspection reveal deficiencies on the work, the Program Administrator will deliver a list of deficiencies to Contractor for immediate repair. No final payment will be made until all deficiencies have been remedied

35. **PARAGRAPH 35 HAS BEEN DELETED**

36. **PROGRESS PAYMENTS AND RETAINAGE**

If this contract provides for the making of progress payments, Contractor shall make application to County for payment utilizing forms provided by County for that purpose. Contractor shall state the percentage or the limits of the work performed and request payment for the amount of acceptable work performed Applications for payment shall be made monthly by Contractor.

The County shall then pay the Contractor on or before 45 days thereafter, the total amount of the request, less 5% of the amount thereof, which 5% shall be retained until final payments, and further less all previous payments, and further less all further sums that may be retained by the County under the terms of this agreement

Upon the attainment of substantial completion, payment will be made so that the sum of all payments made under the contact equals Ninety Five Percent (95%) of the total contract amount

37. **ESTIMATED QUANTITIES**

This Contract, including the specifications, plans and estimates, is intended to show clearly all the work to be done and material to be furnished hereunder The estimated quantities of the various classes of work to be done and material to be furnished under this contract are approximate and are to be used as a basis for estimating the probable cost of the work and for comparing the proposals offered for the work It is understood and agreed that the actual amount of work to be done and material to be furnished under this contract may differ somewhat from these estimates, and that the basis for payment under this contract shall be the plan quantity or actual amount of such work done whichever is specified. It is further understood that the County does not guarantee any minimum amount of work under this Contract.

Contractor agrees that it will make no claim for damages, anticipated profits or otherwise on account of any differences which may be found between the quantities of work actually done, the material actually furnished under this Contract and the estimated quantities contemplated and contained in the proposals

38 **CHANGES AND ALTERATIONS**

Contractor further agrees that Program Administrator may make such changes and alterations as County may see fit, in the line, grade, form dimensions, plans or materials for the work herein contemplated, or any part thereof, either before or after the beginning of the contract construction, without affecting the validity of this Contract and the accompanying bonds

If such changes or alterations diminish the quantity of the work to be done, they shall not constitute the basis for a claim for damages, or anticipated profits on the work that may be dispensed with. If they increase the amount of the work, and the increased work can fairly be classified under the specifications, such increase shall be paid for according to the quantity actually done and at the unit price established for such work under this contract, otherwise such additional work shall be paid for as provided under the paragraph entitled "EXTRA WORK" In case Program Administrator shall make such changes or alterations as shall make useless any work already done or material already furnished or used in said work, then County shall recompense Contractor for any material or labor so used, and for any actual loss occasioned by such change due to actual expenses incurred in preparation for the work as originally planned

39 **EXTRA WORK**

The term "Extra Work" as used in this contract shall be understood to mean and include all work that may be required by the Program Administrator to be done by Contractor to accomplish any change, alteration or addition to the work shown in the plans and specifications.

It is agreed that Contractor shall perform all Extra Work under the direction of the Program Administrator when presented with a Written Work Order signed by the Program Administrator subject, however, to the right of Contractor to require a written confirmation of such Extra Work Order by the County Commissioners' Court It is also agreed that the compensation to be paid Contractor for performing said Extra Work shall be determined by one or more of the following methods

Method (a) - By agreed unit prices, or
Method (b) - By agreed lump sum· or
Method (c) - If Neither Method (a) nor Method (b) can be agreed upon before the Extra Work is commenced, then Contractor shall be paid the "Actual field cost" of the work plus fifteen (15) percent

In the event said Extra Work be performed and paid for under Method (c), then the provisions of this paragraph shall apply and the "actual field cost" is hereby defined to include the cost of all workmen, such as foremen, timekeepers, merchants, and laborers, and materials, supplies, teams, trucks, rentals on machinery and equipment for time actually employed or used on such Extra Work plus actual transportation charges necessarily incurred, if the kind of equipment or machinery is not already on the job, together with all power, fuel, lubricants, water and similar operating expenses, also all necessary incidental expenses incurred directly on account of such Extra Work including Social Security, Old Age Benefits and other payroll taxes, and a ratable proportion of premiums on Construction and Maintenance Bonds, Public Liability and Property Damage and Workmen's Compensation, and all other insurance as may be required by any law or ordinance, or directed by the Program Administrator or by him agreed The Program Administrator may direct the form in which accounts of the "actual field cost" shall be kept and may also specify in writing, before the work commences, the method of doing the work and the type and kind of machinery and equipment to be used, otherwise these matters shall be determined by Contractor. Unless otherwise agreed upon, the prices for the use of machinery and equipment shall be determined by using the one hundred (100) percent of the actual hourly or daily rate (for the time used plus time in moving to and from Job) of the latest schedule of Equipment Ownership Expense adopted by the Association General Contractors of America Where practicable the terms and prices for the use of Machinery and Equipment shall be incorporated in the Written Extra Work Order. The fifteen (15) percent of the "Actual Field Cost" to be paid Contractor shall cover and compensate him for his profit, overhead, general superintendence and field office expense, and all other elements of cost and expense not embraced within the 'actual field cost" as herein defined, save that where the Contractor's Camp or Field Office must be maintained primarily on account of such extra work, then the cost to

maintain and operate same shall be included in the "actual field cost"

No claim for extra work of any kind will be allowed unless ordered in writing by the Program Administrator In case any orders or instructions, either oral or written appear to Contractor to involve extra work for which he should receive compensation, it shall make written request to the Program Administrator for written order authorizing Extra Work Should a difference of opinion arise as to what does or does not constitute extra work, or as to the payment therefor, and the Program Administrator insists upon its performance, Contractor shall proceed with the work after making written order and shall keep an accurate account of the "actual field cost" thereof, as provided under Method (c) and by this action Contractor will thereby preserve the right to submit the matter of payment to litigation

40. **FINAL PAYMENT**

Upon the issuance of the approval for payment, the Program Administrator shall certify same to County, who shall pay to Contractor the balance due Contractor under the terms of this agreement, provided it has fully performed its contractual obligations under the terms of this contract; and has provided County with a release of liens from all materialmen, suppliers and subcontractors utilized in the work

41. **HINDRANCES AND DELAYS**

No charge shall be made by Contractor for hindrances or delays from any cause (except when work is stopped by order of the County) during the progress of any portion of the work embraced in this contract In case said work shall be stopped by the act of Program Administrator then such expense as in the judgment of the Program Administrator is caused by stopping of said work shall be paid by County to Contractor

42. **TIME OF FILING CLAIMS**

It is further agreed by both parties hereto that all questions of dispute or adjustment presented by Contractor shall be in writing and filed with the Program Administrator within a reasonable time after the Program Administrator has given any directions, order, or instruction to which Contractor desires to take exception The Program Administrator shall reply to such written exceptions by Contractor and render his final decision in writing

43. **LIQUIDATED DAMAGES FOR DELAY**

Contractor agrees that time is of the essence of this contract and that for each day of a delay of a day beyond the number of working days or calendar days herein agreed upon the completion of the work herein specified and contracted for (after due allowance for such extension of time as is provided for under Extension of Time hereinabove) County may withhold permanently from Contractor's total compensation the sum specified in the special conditions as liquidated damages for such delay

44 **ABANDONMENT BY CONTRACTOR**

Should Contractor fail to start or resume work within ten (10) days after written notification from the Program Administrator or if Contractor fails to comply with a change order or instruction of the Program Administrator, Contractor shall be declared to be in default and the Surety on the bonds shall be notified in writing and directed to complete the work, and a copy of said notice shall be delivered to Contractor.

In case the Surety should fail to commence compliance with the notice for completion hereinbefore provided for within ten (10) days after services of such notice, or in the event there is no Surety, then County may provide for completion of the work in any manner it deems appropriate.

45. **TERMINATION**

County may terminate this Contract.

i immediately by giving written notice, if Contractor breaches its obligation under the Contract; or
ii. with or without cause, after giving 30 days written notice of termination to Contractor

In the event this Contract is terminated Contractor will be paid for work satisfactorily completed The amount of such payment will be determined by the Program Administrator

46. **SALVAGE**

Any materials, equipment and fixtures specifically ordered to be salvaged under these specifications shall remain the property of County and will be delivered to the site designated by the Program Administrator All other items shall be disposed of by Contractor in compliance with all applicable laws and regulations

47. **COMPLIANCE WITH CODES**

Contractor shall comply with all city, county, and state codes, laws, and ordinances in force at the time of award of contract and applicable to such work. Contractor shall obtain, at Contractor's own expense such permits, certificates, and licenses as may be required in the performance of the specified work

48. **INDEMNITY**

Contractor shall defend, indemnify, and save whole and harmless Galveston County, and it officers, agents, and employees from and against all claims and suits of whatever character, arising from the performance of this contract

49 **PROTECTION AGAINST CLAIMS OF SUBCONTRACTORS, LABORERS, MATERIALMEN AND FURNISHERS OF MACHINERY EQUIPMENT AND SUPPLIES**

Contractor agrees to indemnify and hold County harmless from all claims of subcontractors, laborers, workmen, mechanics, materialmen and furnishers of equipment, and all supplies incurred in the performance of this contract Contractor shall furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived. If Contractor fails to do so, then County reserves the right to pay unpaid bills of which County has written notice direct and withhold from Contractor's unpaid compensation a sum of money reasonably sufficient to liquidate any and all such lawful claims.

50 **PROTECTION AGAINST ROYALTIES, PATENTED INVENTIONS OR PROCESS, OR PATENT INFRINGEMENT**

Contractor shall, at its own expense, settle or defend any claim, suit or action brought against County and shall protect and save harmless County from all and every demand for damages, royalties or fees for any patented invention or process used by it in connection with the work done, process used or material furnished under this Contract, and shall pay any final judgement for damages, attorneys fees and costs which may be awarded against County

51. **LAWS AND ORDINANCES**

Contractor shall at all times observe and comply with all Federal, State and Local Laws, ordinances and regulations which in any manner effect the contract or the work, and shall indemnify and save harmless the County against any claim arising from the violation of any such laws and ordinances, whether by Contractor or its employees

52. **WARRANTY**

Contractor and/or its Surety will be required by County to repair, replace, restore, and/or to make such corrections as are required of it to comply strictly in all things with this contract and the Plans and Specifications and any and all of said work and/or materials, which, within a period of one year from and after the date of the passing, approval, and/or acceptance of any such work or materials, are found to be defective or to fail in any way to comply with this contract or with the Plans and Specifications.

53 **PERMITS AND LICENSES**

Contractor shall be responsible for obtaining and furnishing all necessary permits and licenses, City, County, State or Federal as are required for the performance of this contract

54 **NOTICE**

Any notice required or permitted between the parties under this contract must be in writing and shall be delivered in person or mailed, certified mail, return receipt requested, or may be transmitted by fax as follows·

To County at

Hon Mark Henry, County Judge
Galveston County Courthouse, 2nd floor
Galveston, TX 77550
Fax (409) 765-2653

and to Contractor at the address listed in Contractor's Bid Proposal.

55 **FORCE MAJEURE**

If the performance by County of any of its obligations under this contract is delayed by any occurrence not of its own conduct, whether an act of God or the common enemy or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person not a party or privy to this contract, the County is excused from its performance for a period of time as is reasonably necessary after the occurrence to remedy the effects of the occurrence

56. **APPLICABLE LAWS**

Contractor acknowledges that County is a governmental entity and this Agreement is an open record under the Open Records Act and will be discussed and voted upon in a public meeting

57 **ENTIRETY OF AGREEMENT AND MODIFICATION**

This contract contains the entire agreement between the parties A prior agreement, promise, negotiation or representation not expressly set forth in this contract has no force or effect. A subsequent modification to this contract must be in writing, signed by both parties.

An official representative, employee, or agent of the County does not have authority to modify or amend this contract except pursuant to specific authority to do so granted by the Commissioners' Court

58 **SEVERABILITY; CONFORMITY WITH LEGAL LIMITATIONS**

If a provision contained in this contract is held invalid for any reason, the invalidity does not affect other provisions of the contract that can be given effect without the invalid provision, and to this end the provisions of this contract are severable

59 **GOVERNING LAW; VENUE**

This contract shall be governed by the laws of the State of Texas Venue for an action arising under this contract shall be exclusively in Galveston County

60. **LINES AND GRADES**

The Engineer will furnish points for horizontal and vertical control Any additional stakes required by the Contractor shall be set at his expense Whenever necessary, work shall be suspended to permit this work, but such suspension will be as brief as practicable and the Contractor shall be allowed no extra compensation therefor. The Contractor shall give the Engineer ample notice of the time and place where control lines and bench marks will be needed All control stakes, marks, etc. shall be carefully preserved by the Contractor, and in case of careless destruction or removal by him or his employees, such control stakes, marks, etc shall be replaced by the Engineer at the Contractor's expense.

61. **EMPLOYMENT VERIFICATION**

The Immigration Reform and Control Act (IRCA) of 1986 prohibits contractors from knowingly hiring illegal workers. Accordingly, Contractors and Subcontractors must collect information regarding an employee's identity and employment eligibility and document that information on Form I-9. In addition, Contractors and Subcontractors will be required to utilize E-Verify to verify that the information their employees provided was valid or that the documents presented were genuine Contractors and Subcontractors shall also be required to keep a record on each employee showing compliance with this requirement. The records shall be open at all reasonable hours to inspection by the Galveston County Wage Compliance Officer. Each violation of this requirement shall result in the Contractor and/or Subcontractor paying the County the amount of $60 00 for each employee employed for each calendar day or part of the day that the Contractor or Subcontractor failed to comply with the requirements of this general condition

SECTION V

SPECIFICATIONS

(SPECIAL PROVISIONS TO TxDOT
AND
SPECIAL PROVISION - PROJECT SPECIFIC)

SECTION V

TECHNICAL SPECIFICATIONS

HANSON ROAD IMPROVEMENT
(From F. M. 2094 to KEMAH CITY LIMITS)

PATE JOB NO. 1306-004-00

The work covered by this contract is to be constructed in accordance with the specifications listed below Only the Divisions listed below shall apply All TxDOT specifications shall apply as if fully repeated and bound herein, except as modified by the specifications included in this contract

Refer to "TxDOT Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges" (June 2004)

Special Provisions To TxDOT Specifications	**Title**	**No. of Pages**
Item 1	Definition of Terms	2
Item 2	Instructions to Bidders . .	1
Item 3	Award and Execution of Contract	1
Item 4	Scope of Work	1
Item 5	Control of the Work	1
Item 6	Control of Materials .. .	1
Item 7	Legal Relations and Responsibilities	1
Item 8	Prosecution and Progress . . .	1
Item 9	Measurement and Payment . .	1
Special Provision Project Specific		
Item 10	Construction Notes (*with attachment*)	2

SPECIAL PROVISION TO ITEM 1

"DEFINITION OF TERMS"

For this project, Item 1 of the Texas Standard Specifications is hereby amended with respect to the clauses cited below and no other clauses or requirements of this Item are waived or changed hereby:

THE TERM "DEPARTMENT," "STATE," "STATE HIGHWAY DEPARTMENT OF TEXAS", "TxDOT", "TEXAS DEPARTMENT OF TRANSPORTATION", STATE DEPARTMENT OF HIGHWAYS AND PUBLIC TRANSPORTATION," "STATE DEPARTMENT OF HIGHWAYS AND PUBLIC TRANSPORTATION COMMISSION," "COMMISSION," AND "STATE HIGHWAY COMMISSION," SHALL, IN THE USE OF THE STANDARD SPECIFICATIONS FOR ALL WORK IN CONNECTION WITH THIS PROJECT, BE DEEMED TO MEAN GALVESTON COUNTY, PARTY OF THE FIRST PART IN ACCOMPANYING CONTRACT OR CONTRACTS. ANY REFERENCE IN THE TEXAS STANDARD SPECIFICATIONS TO THE STATE OF TEXAS, ITS OFFICIALS, EMPLOYEES, OR AGENTS SHALL BE DEEMED TO MEAN GALVESTON COUNTY, ITS OFFICIALS, EMPLOYEES, OR AGENTS

Articles 1 26, "Certificate of Insurance" , 1 28, "Commission", 1 47, "Department", 1.70 "Letting Offical " and 1.124 "State" are deleted.

Article 1 53, "ENGINEER", is revised to read in its entirety as follows·

1 53 ENGINEER. Galveston County Engineer or his authorized representatives. If a representative is authorized to function as the ENGINEER'S representative with respect to certain of the ENGINEER'S activities, that representative's responsibilities and obligations shall be limited as provided in Article 1.148

Article 1.64, "INSPECTOR," is revised to read in its entirety as follows:

1 64 INSPECTOR The representative of the ENGINEER assigned and authorized to observe or inspect any or all parts of the work and the material to be used therein A representative is authorized to function as the ENGINEER'S representative with respect to certain of the activities, and that representative's responsibilities and obligations shall be limited as provided in Article 1.148

Special Provisions to Item 1

"DEFINITION OF TERMS"

ADDITIONAL ARTICLES ARE ADDED AS FOLLOWS·

1 148 CONSULTING ENGINEER. Independent engineering firms contracting with Galveston County for the providing of professional engineering services. The engineering firms are the representatives of Galveston County only to the extent provided in the Contract documents and in such special instances where they are specifically authorized by Galveston County so to act. All powers and rights assigned by Galveston County to the engineering firms with respect to the work are solely and exclusively for the benefit of Galveston County -- and not for the CONTRACTOR. In carrying out of its powers and rights assigned by Galveston County the engineering firms shall function as a representative of Galveston County and shall act by and for Galveston County Irrespective of what authority may be assigned by Galveston County to the engineering firms, CONTRACTOR remains fully and solely responsible and liable for its obligations to perform the work in accordance with the requirements of the plans and specifications; to insure against failures in safety precautions; to carry out his work pursuant to safe methods of construction; to select and fulfill the proper manner, means, and methods in performing the work in order to meet the plans and specifications, and to complete the work in accordance with the contract documents.

SPECIAL PROVISION TO ITEM 2

INSTRUCTIONS TO BIDDERS

For this project, Item 2 of the Texas Standard Specifications is hereby deleted in it's entirety.

The Instructions To Bidders is included elsewhere in the Contract Documents

SPECIAL PROVISION TO ITEM 3

AWARD AND EXECUTION OF CONTRACT

For this project, Item 3 of the Texas Standard Specifications is hereby deleted in it's entirety

The Award and Execution of Contract is included elsewhere in the Contract Documents

SPECIAL PROVISION TO ITEM 4

SCOPE OF WORK

For this project, Item 4 of the Texas Standard Specifications is hereby amended with respect to the clauses cited below and no other clauses or requirements of this Item are waived or changed hereby.

ARTICLE 4 2 "CHANGES IN WORK," ARTICLE 4.3 "DIFFERING SITE CONDITIONS" and ARTICLE 4 4 "REQUESTS AND CLAIMS FOR ADDITIONAL COMPENSATION" are deleted in their entirety and replaced by Article 38 "CHANGES and ALTERATIONS" and ARTICLE 39 "EXTRA WORK" of Section IV, "General Terms and Conditions".

SPECIAL PROVISION TO ITEM 5

CONTROL OF THE WORK

For this project, Item 5 of the Texas Standard Specifications is hereby amended with respect to the clauses cited below and no other clauses or requirements of this Item are waived or changed hereby

ARTICLE 5 2 "PLANS AND WORKING DRAWINGS." The first sentence of the first paragraph is hereby revised to read as follows

When required, the Contractor shall provide working drawings to supplement the plans with all necessary details not included on the Contract plans

ARTICLE 5 5 "COOPERATION OF CONTRACTOR." The last sentence of the first paragraph is hereby revised to read as follows·

The Contractor will be supplied with three (3) copies of the plans, specifications and special provisions and he shall have one (1) copy of each available on the project at all times.

ARTICLE 5.6 "CONSTRUCTION SURVEYING," is hereby deleted in its entirety

ARTICLE 5 7 "INSPECTION " The sixth sentence of the second paragraph is hereby revised to read as follows:

If the uncovered work is acceptable, the costs to uncover, remove and replace or make good the parts removed will be paid for in accordance with Article 38 "Changes And Alterations" of Section IV, "General Terms And Conditions"

ARTICLE 5 8 "FINAL ACCEPTANCE," is hereby deleted in its entirety It is replaced by Article 34. "Final Completion And Acceptance" of Section IV, "General Terms And Conditions"

SPECIAL PROVISION TO ITEM 6

CONTROL OF MATERIALS

For this project, Item 6 of the Texas Standard Specifications is hereby amended with respect to the clauses cited below and no other clauses or requirements of this Item are waived or changed hereby

ARTICLE 6 1 "SOURCE CONTROL" Paragraph A "Buy America" and B "Buy Texas" are hereby deleted in their entirety

ARTICLE 6.7 "Department-furnished Material" is hereby deleted in it's entirety

SPECIAL PROVISION TO ITEM 7

LEGAL RELATIONS AND RESPONSIBILITIES

For this project, Item 7 of the Texas Standard Specifications is hereby amended with respect to the clauses cited below and no other clauses or requirements of this Item are waived or changed hereby

ARTICLE 7 4 "INSURANCE AND BONDS" is hereby deleted in its entirety

ARTICLE 7.5 "RESTORING SURFACES OPENED BY PERMISSION" The third sentence of the first paragraph is hereby revised to read as follows:

Payment for repair of surfaces opened by permission will be made in accordance with Article 38. "Changes And Alterations" of Section IV, "General Terms And Conditions"

SPECIAL PROVISION TO ITEM 8

PROSECUTION AND PROGRESS

For this project, Item 8 of the Texas Standard Specifications is hereby amended with respect to the clauses cited below and no other clauses or requirements of this Item are waived or changed hereby

ARTICLE 8 1 "PROSECUTION OF WORK" The third sentence in the first paragraph is hereby revised to read as follows:

"The Contractor shall begin the work to be performed under the contract within ten (10) days after the date of the authorization to begin work as shown on the work order.

ARTICLE 8 2 "PROGRESS SCHEDULES", B "CONSTRUCTION CONTRACTS" The first sentence in the first paragraph is hereby revised to read as follows

If required by the Engineer, before starting work on a construction Contract, prepare and submit a progress schedule based on the sequence of work and traffic control plan shown in the Contract

SPECIAL PROVISION TO ITEM 9

MEASUREMENT AND PAYMENT

For this project, Item 9 of the Texas Standard Specifications is hereby amended with respect to the clauses cited below and no other clauses or requirements of this Item are waived or changed hereby

ARTICLE 9.2 "PLANS QUANTITY MEASUREMENT" is hereby deleted in its entirety and replaced by ARTICLE 37 "ESTIMATED QUANTITIES" of Section IV, "General Terms and Conditions"

ARTICLE 9.4 "PAYMENT FOR EXTRA WORK" is hereby revised to read as follows

Extra work ordered, performed and accepted will be paid for in accordance with ARTICLE 39, "EXTRA WORK" of Section IV, "General Terms and Conditions"

ARTICLE 9 5 "FORCE ACCOUNT" is hereby deleted in its entirety

ARTICLE 9.6 "PROGRESS PAYMENTS" is hereby deleted in its entirety and replaced by ARTICLE 36, "PROGRESS PAYMENTS AND RETAINAGE" of Section IV, "General Terms and Conditions"

ARTICLE 9 8 "FINAL PAYMENT" is hereby deleted in its entirety and replaced by ARTICLE 34, "FINAL COMPLETION AND ACCEPTANCE" and ARTICLE 40, "FINAL PAYMENT" of Section IV, "General Terms and Conditions"

SPECIAL PROVISION – PROJECT SPECIFIC

ITEM 10

"CONSTRUCTION NOTES"

1 Proof rolling shall be incidental to Bid Item 7 – Prepare and Compact Subgrade No separate pay.

2 Contractor shall install and maintain three (3) portable message boards at project limits notifying the public of the project for a period of two (2) weeks prior to start of construction Include cost in Traffic Control

3 Contractor shall provide and maintain temporary mailboxes meeting US Postal Service requirements during the construction period where current postal service exists. No separate pay

4. Contractor shall submit TxDOT "Request for Approval of Traffic Control Plan" form (Attached) 48-hours prior to turn-lane closures on F M 2094 ***Contact Ms. Joyce Girouard @ 409.978.2552.***

Texas Department of Transportation

REQUEST FOR APPROVAL OF TRAFFIC CONTROL PLAN

One Call Confirmation Number

To: Director of Maintenance

County Galveston Highway: _____ Direction _____ RMC/Permit _____

Limits _____

---

1 Start Date _____ Time _____ ☐ AM ☐ PM
End Date _____ Time _____ ☐ AM ☐ PM

2 Nature of Work _____

3 Has work been coordinated with any other work in the area? ☐ Yes ☐ No ☐ None

4 Individual in charge of site
Company Name _____
Telephone Number
(Note Number must be answered by a person at all times) _____
Fax Number and E-mail Address _____

5 Number of Lanes of Facility (in direction of TCP closure) 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐ Other ☐ (check one)

6 Which lane(s) Closed 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐ All ☐ Other ☐

7 Will any ramps require closure? Yes ☐ NO ☐ If so, identify
Entrances _____ Exits _____

8 Describe traffic Management Procedure to be used or attach proposed Traffic Control Plan
See attached TCP ( ) or TA ( ) for proper traffic control
FLASHING ARROW BOARD **REQUIRED** WHEN CLOSING A LANE
IN ACCORDANCE WITH MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES - USE FLAG PERSON WHEN NEEDED

9 Portable message signs recommended? Yes ☐ No ☐
If yes, how many days in advance of this TCP should sign be placed? _____

10 Is police assistance requested by ☐ Contractor ☐ Your Construction Office ☐ Other? _____

If so, how many? _____
Where and how will police be used? _____

11 Submitted by _____ Date _____
Name and Company

TRAFFIC CONTROL PLAN APPROVED

_____ _____
Area Engineer Date

Copy to
☐ Public Affairs Officer _____
Date
☐ Traffic Management for Police Assistance

SECTION VI

SHEET INDEX OF CONSTRUCTION PLANS

SHEET INDEX

1 Cover Sheet
2. Construction Notes
3. Sheet Layout & SWPPP
4 Typical Sections
5 Hanson Road-Plan and Profile-B.L. STA. 0+00 to B.L. STA 5+00
6. Hanson Road -Plan and Profile-B.L. STA 5+00 to B.L. STA. 10+00
7 Hanson Road -Plan and Profile-B.L STA 10+00 to B L STA 15+00
8. Hanson Road -Plan and Profile-B.L STA 15+00 to B L STA 20+00
9. Hanson Road -Plan and Profile-B.L STA 20+00 to B L STA. 24+82.99
10. Traffic Control Plan-Phase I
11 Traffic Control Plan-Phase II & III
12. Traffic Control Plan-One Lane Closure – Flagger Operation
13 Traffic Control Plan-Barricade Detail
14. Construction Control Plan
15. Paving Details
16. SWPPP Details
17. Project Sign

SECTION VII

STORM WATER POLLUTION PREVENTION PLAN

Storm Water Pollution Prevention Plan

Prepared in Accordance with Section 402 of the Clean Water Act
and Chapter 26 of the Texas Water Code

Hanson Road Improvements
(From F.M. 2094 to Kemah City Limits)

This project qualifies as a small construction activity under the Texas Pollutant Discharge Elimination System Construction General Permit No TXR150000 effective March 5, 2008

Prepared for

Galveston County
722 21st Street
Galveston, Texas 77550

JUNE 2011

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Best Management Practices 5

Sediment Control Practices 6

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Erosion Control and Stabilization Practices 7

Inspection Procedures 8

Maintenance Procedures 8

EXHIBITS

Exhibit A – Project Responsibility Chart
Exhibit B – Soil Survey
Exhibit C – Vicinity Map
Exhibit D – Site Maps
Exhibit E – Construction Site Notice (CSN)
Exhibit F – Transfer of Operational Control
Exhibit G – Sedimentation Basin Capacity Calculation Chart
Exhibit H – Subcontractor's Certification, Inspector Qualifications (To be provided by Contractor)
Exhibit I – Inspection Record
Exhibit J – TXR150000
Exhibit K – Best Management Practice

Construction Project or Site Name Hanson Road Improvements (From F M 2094 to Kemah City Limits
Location Access Description: Intersection of Hanson Road and FM 2094
County or Counties Galveston County
Latitude/Longitude 29 538/-95.025
Number of acres of the entire property. 2.2
Contact Information Mr Mike Fitzgerald, P E , (409) 770-5554
Location of SWPPP

Storm Water Discharges Associated With Construction Activity

Construction sites located in the State of Texas that discharge storm water associated with construction activity may discharge to surface waters only according to effluent limitations, monitoring requirements, and other conditions set forth in the Texas Pollutant Discharge Elimination System Construction General Permit No TXR150000 issued by the Texas Commission on Environmental Quality (TCEQ) effective March 5, 2008 Dischargers of storm water associated with construction activity are subject to administrative, civil, and criminal penalties, as applicable, under the Texas Water Code for violating the federal Clean Water Act or for knowingly making any false statement, representation, or certification in any record or other document submitted or required to be maintained under the general permit, including monitoring reports or reports of compliance or noncompliance Any operator conducting under the Storm Water Pollution Prevention Plan (SWPPP) is entirely responsible for meeting SWPPP requirements within the boundaries of the construction site where they perform construction activities A project responsibility chart will be included in the SWPPP (Exhibit A) Any discharges to impaired water bodies for which there is a Total Maximum Daily Load (TMDL), as listed on the latest approved State of Texas 303(d) List of Impaired Water Bodies, will incorporate the limitations, conditions, and requirements outlined in the approved TMDL Implementation Plan

Copies of Contractor's Inspection reports will be submitted along with monthly pay application requests Copies of Transfer of Operational Control to Operators involved with project site will submitted with final pay application

All costs associated with the Pollution Prevention Plan shall be included in the appropriate bid items

Surface Water(s) Receiving Discharge

Segment number of the first classified segment that receives discharges from the regulated construction activity 2425B
Receiving water at or near the site that may be disturbed or that may receive discharges from disturbed areas of the project Jarbo Bayou/Clear Lake
Is the receiving water on the EPA CWA 303(d) list? Yes
Does the impaired segment location receive discharges from the regulated construction activity? Yes
Constituent(s) of concern bacteria
Is there an approved TMDL implementation plan? No

Nature of the Construction Activity

The construction of this project will create a re-surfaced roadway The sequence of events in the construction of such a project begins with installation of erosion sedimentation controls Other major activities listed in their anticipated sequence of execution are

- Clearing the site of any existing structures or unnecessary vegetation,
- Construction of underground utilities such as water lines, sanitary sewer lines, and storm sewer pipes
- Adjustment of underground utilities to fit and tested for surety
- Excavation/Fill Placement for streets, chemical stabilization of subgrade, pouring of concrete to create streets

Elements of the SWPPP

The SWPPP has been prepared to address discharges of storm water runoff from construction activities that will reach Waters of the United States, including discharges to Municipal Separate Storm Sewer Systems (MS4s) that drain to Waters of the United States, to identify and address potential sources of pollution that are reasonably expected to affect the quality of discharges from the construction site, including construction support activities within one mile from the project's boundary, authorized non-storm water discharges, and any other permitted discharge The SWPPP has been developed based on a strategy of reducing pollution at the source, as opposed to treatment before discharge The SWPPP will be revised or updated as appropriate whenever any of the following occurs· a change of significant effect on the discharge of pollutants has not been previously addressed in the SWPPP, site conditions change based on updated plans and specifications, new operators conduct construction activities under the SWPPP, new areas of responsibility are added, changes are made to the type of best management practices used, or results of inspections or investigations indicate the SWPPP is proving ineffective in eliminating or significantly minimizing pollutants in discharges Revisions to the SWPPP will be completed within seven (7) calendar days following the inspection The SWPPP has been developed to be compliant with applicable local sediment and erosion control plans. The SWPPP may be retained at an on-site location or as noted on the construction site notice Hard copies of the SWPPP will be made readily available upon the request of public officials Discharges that occur after the construction site has undergone final stabilization or following the submission of a notice of termination for the construction activity are outside of the scope of this SWPPP Projects that are located on Indian Country Lands are outside of the scope of this SWPPP Data used to describe the soil will be obtained from the United States Department of Agriculture's web soil survey and will be included in the SWPPP (Exhibit B) A map showing the general location of the site will be included in the SWPPP (Exhibit C) A copy of the construction general permit will be included in the SWPPP (Exhibit J) A series of site maps are included as Exhibit D

If future projects within the site are proposed at a later date, the SWPPP will be revised by including the site map of the new project Site maps will be provided for each area of soil disturbance permitted within the scope of the SWPPP

Obtaining Authorization to Discharge

Any operator conducting under the SWPPP will certify and post a public notice prior to commencing construction activities as necessary to obtain authorization for the construction activity The name, address, and telephone number for the operator will be included in the notice The notice will be posted at a location where it is safely and readily available to the public until completion of the construction activity All notices will be included as part of the SWPPP and provided to any MS4s receiving discharge from the construction activities, as appropriate (Exhibit E) Any and all notices will be certified according to 30 TAC § 305 44 (relating to Signatories for Applications). Any primary operators conducting under the SWPPP will submit the notice with proof of payment to the TCEQ as appropriate to obtain authorization Should multiple operators conduct construction activities under the SWPPP, the front cover will be signed by each operator Should any relevant information submitted on the notice change, any primary operator conducting under the SWPPP will submit a Notice of Change as appropriate Any primary operators conducting under the SWPPP will submit a Notice of Termination when final stabilization is achieved Any and all operators conducting under the SWPPP will remove the public notice from the site as appropriate when either final stabilization is achieved or a transfer of operational control has occurred Should a transfer of operational control occur, any operator conducting under the SWPPP will attempt to inform, as appropriate, the new operator of the requirement to obtain permit coverage and existing operators (Exhibit F) Direct discharge into storm sewer not allowed if site dewatering techniques are required, sediment generated by construction activities shall be retained on site to extent practical A copy of the SWPPP, reports and actions required by the SWPPP, public notices including data used to produce the notice, as well as records of the submittal of forms sent to other operators and to any MS4 receiving discharge from the construction activities, as applicable, will be retained for three years following the date that the operator terminates permit coverage

Potential Pollutants and Sources

The following potential pollutants can be reasonably expected at construction sites construction debris, litter, chemical wastes, construction materials, sediment, dust, waste materials, petroleum products, sand, concrete truck wash out water, erosive flow velocity, crushed rock, discarded equipment, acid, sanitary wastes, curing compounds, lime, fly ash, cement, biological materials, and other similar pollutants Any additional or unique potential pollutants will be addressed on the project's site map Potential pollutants can be reasonably associated with the following typical point sources: fuel tanks, construction equipment, parked vehicles, waste containers, vehicle traffic, pumps, drainage swales, channels, exposed soil, construction entrances, stored construction materials, construction personnel, temporary buildings, demolished structures, concrete trucks, sanitary facilities, and other similar point sources Any additional or unique point sources will be addressed on the project's site map

Best Management Practices

Best Management Practices (BMPs) will be designed and implemented in order to minimize to the extent practicable the discharge of pollutants in storm water associated with construction activity and in eligible non-storm water discharges Erosion and sediment controls will be designed to retain sediment on-site to the extent practicable Control measures will be properly selected, installed, and maintained according to the designer's specifications Controls will be developed to minimize the offsite transport of litter, construction debris, and construction materials If existing BMPs are modified or if additional BMPs are necessary, an implementation schedule will be described in the inspection report and wherever possible those changes implemented before the next storm event If implementation before the next anticipated storm event is impracticable, these changes will be implemented as soon as practicable

Sediment Control Practices

Sediment control practices will be used to remove eroded soils from storm water runoff At a minimum, silt fences, vegetative buffer strips, or equivalent sediment controls will be utilized for all down slope boundaries of the construction area, and for those side slope boundaries deemed appropriate These perimeter controls will be installed as necessary and will be utilized until a common drainage location serves a disturbed acreage of 10 acres or more At that time, a sedimentation basin will be utilized where feasible A sedimentation basin capacity calculation chart will be included in the SWPPP, as appropriate (Exhibit G) If a sedimentation basin is not feasible, then equivalent control measures will be utilized until final stabilization of the site and the reasons why the basin was infeasible will be noted on the sedimentation basin capacity calculation chart The following sediment control BMPs can be reasonably expected at construction sites silt fences, sand/rock bags, berms, sedimentation basins, rock dams, inlet protection barriers, surge dams, use of existing vegetation, and other similar measures Any additional or unique sediment control BMPs will be addressed on the project's site map

Pollution Prevention Practices

Pollution prevention practices will be designed to minimize pollutants from construction and waste materials which will be stored on-site Controls will be used to minimize, to the extent practicable, the off-site vehicle tracking of sediments and the generation of dust Velocity dissipation devices will be placed at discrete discharge locations and along the length of any outfall channel to provide a non-erosive flow velocity from the structure to the surface water If it is necessary to pump or channel standing water from the site, appropriate controls will be utilized to minimize the offsite transport of suspended sediments and other pollutants Concrete truck wash out water will be discharged to areas at the construction site where structural controls have been established to prevent direct discharge to surface waters, or to areas that have a minimal slope that allow infiltration and filtering of wash out water to prevent direct discharge to surface waters Washout of concrete trucks during storm events will be minimized when possible and BMPs will be utilized to prevent the discharge of concrete truck washout as the result of rain The following pollution prevention BMPs can be reasonably expected at construction sites water truck spraying, orderly material storage, orderly equipment storage, proper waste disposal practices, orderly parking areas, street cleaning, spill prevention practices, use of petroleum sorbents, orderly concrete truck washout areas, use of stabilized construction accesses, use of trash containers, use of portable sanitation facilities, self-contained fuel cells, orderly petroleum product storage, use of dewatering bags, use of temporary velocity dissipation devices, use of flow diversion mechanisms, and

other similar measures Any additional or unique pollution prevention BMPs will be addressed on the project's site map

All trash and debris will be collected and stored in dumpsters meeting all local and state solid waste management regulations prior to removal from site The trash and debris will be hauled to an approved landfill site and no construction debris will be buried on site

Water line and hydrant flushings are anticipated after completion of utility construction Flushings will be directed to the storm sewer system Uncontaminated groundwater discharge mixed with storm water will be controlled in the same manner as storm water discharge

The following good housekeeping practices will be followed onsite during the construction project

- An effort will be made to store only enough products required to do the job
- All materials stored onsite will be stored in a neat, orderly manner in their appropriate containers and, if possible, under a roof or other enclosure
- Product will be kept in their original containers with the original manufacturer's label
- Substances will not be mixed with one another unless recommended by the manufacturer
- Whenever possible, all of a product will be used up before disposing of the container
- Manufacturers' recommendations for proper use and disposal will be followed
- The site superintendent will inspect daily to ensure proper use and disposal of materials onsite

If hazardous materials are used, the following practices will be used to reduce the risks associated with hazardous materials

- Products will be kept in original containers unless they are not resealable
- Original labels and material safety data will be retained
- If surplus product must be disposed of, manufacturers' or local and state recommended methods for proper disposal will be followed

The product specific practices and spill prevention practices to be followed are listed in Exhibit K

Erosion Control and Stabilization Practices

Erosion control and stabilization measures will be initiated as soon as practicable in portions of the site where construction activities have temporarily ceased Stabilization measures that provide a protective cover will be initiated as soon as practicable in portions of the site where construction activities have permanently ceased These measures will be initiated no more than 14 days after the construction activity in that portion of the site that has temporarily or permanently ceased, unless the activity is scheduled to resume within 21 days If soil conditions prohibit the initiation of stabilization measures or vegetative practices, erosion control and stabilization measures will be initiated as soon as practicable Where temporary stabilization controls are infeasible, temporary sediment controls will be used along the perimeter of the site to the extent practicable and the reasons why the activity was infeasible will be noted in the inspection report The following erosion control and stabilization BMPs can be reasonably expected at construction sites establishment of temporary or permanent vegetation, mulching, use of geotextiles, sod stabilization, use of vegetative buffer strips, protection of existing trees and vegetation, slope

texturing, and other similar measures Any additional or unique erosion control and stabilization BMPs will be addressed on the project's site map

Inspection Procedures

Personnel will inspect disturbed areas of the construction site that have not been finally stabilized, areas used for storage of materials that are exposed to precipitation, discharge locations, and structural controls for evidence of, or the potential for, pollutants entering the drainage system An inspector qualification statement (Exhibit H) and the inspection report will be included in the SWPPP (Exhibit I) Sediment and erosion control measures identified in the SWPPP will be inspected to ensure that they are operating correctly Locations where vehicles enter or exit the site will be inspected for evidence of off-site sediment tracking The inspection will be conducted by the responsible person at least once every 14 calendar days and within 24 hours after a storm of 0 5 inch or greater Where sites have been finally or temporarily stabilized, inspections will be conducted at least once every month Where inspection vehicles could compromise temporarily or even permanently stabilized areas, cause additional disturbance of soils, or increase the potential for erosion, representative inspections will be performed In the event of flooding or other uncontrollable situations which prohibit access to the inspection sites, inspections will be conducted as soon as access is practicable The dates when major grading activities occur, the dates when construction activities temporarily or permanently cease on a portion of the site, and the dates when stabilization measures are initiated will be maintained in the inspection report or noted on the site map The inspection report will summarize the scope of the inspection, the dates of the inspection, major observations relating to the implementation of the SWPPP, actions taken as a result of inspections, and any incidents of non-compliance If the inspection report does not identify any incidents of non-compliance, the report will be certified by the inspector that the site is in compliance with the SWPPP (Exhibit J) and the general permit (Exhibit J) All reports and other information requested by the executive director of the TCEQ will be signed by the person and in the manner required by 30 TAC §305 128 (relating to Signatories to Reports)

Maintenance Procedures

All protective measures will be maintained in effective operating condition If it is determined that BMPs are not operating effectively, then maintenance will be performed as necessary to maintain the continued effectiveness of storm water controls, and prior to the next storm event if feasible If maintenance prior to the next anticipated storm event is impracticable, the reason will be documented in the inspection report and maintenance will be scheduled and accomplished as soon as practicable The operator will replace or correct erosion and sediment controls that have been intentionally disabled, run-over, removed, or otherwise rendered ineffective immediately upon discovery If a control has been used incorrectly, is performing inadequately, or is damaged, then the control will be replaced or modified as soon as practicable after the inspection Sediment will be removed from sediment traps and sedimentation basins no later than the time that design capacity has been reduced by 50% For perimeter controls such as silt fences, berms, etc , the trapped sediment will be removed before it reaches 50% of the above-ground height If sediment escapes the site, accumulations will be removed at a frequency that minimizes off-site

impacts, and prior to the next rain event, if feasible Operator shall adequately water all seeded or sodded areas to insure growth of vegetation

EXHIBIT A
Project Responsibility Chart

Exhibit A

PROJECT RESPONSIBILITY CHART

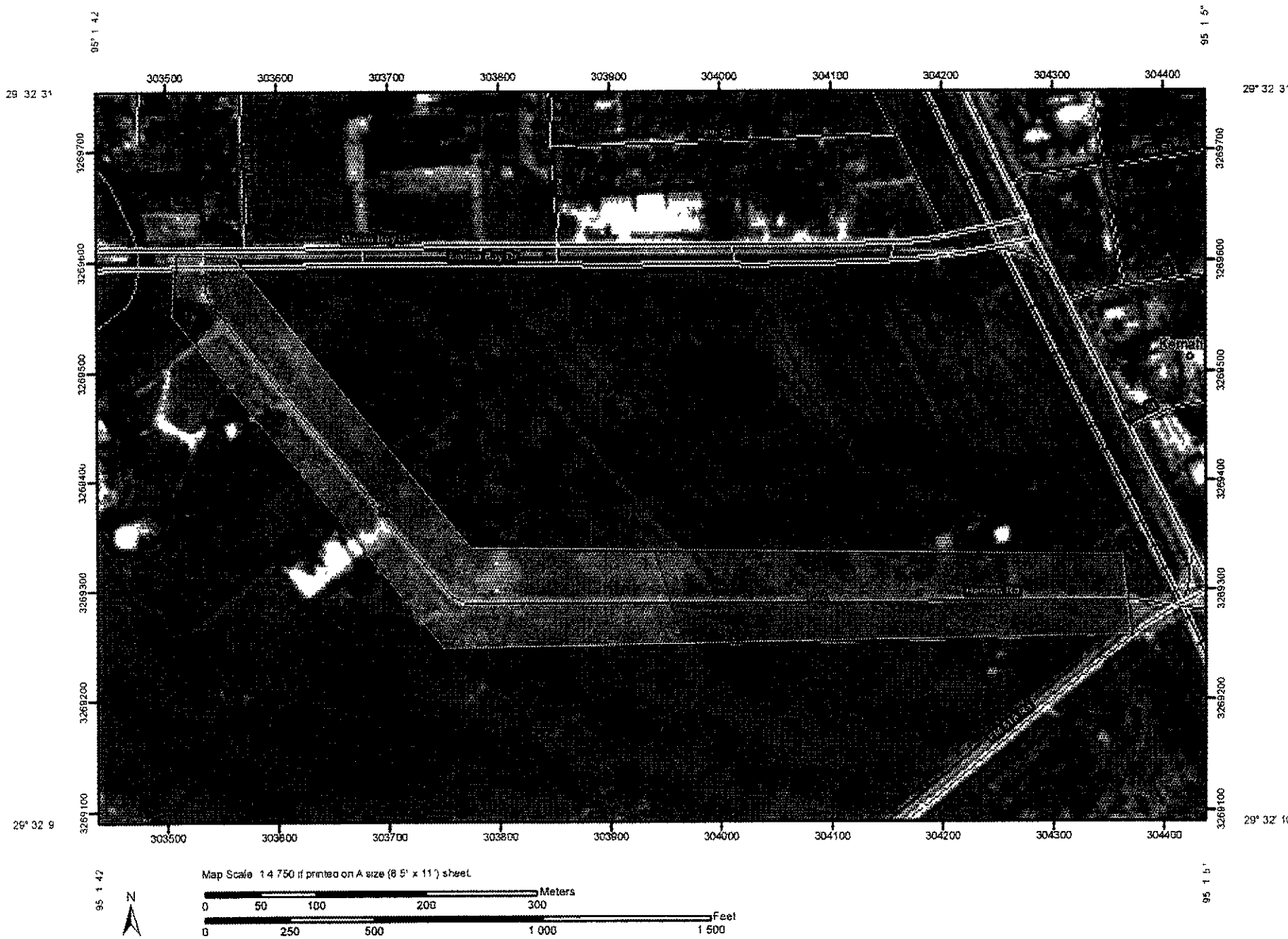
Construction Project or Site Name **Hanson Road Improvements (From F M 2094 to Kemah City Limits)**

Any operator conducting under the Storm Water Pollution Prevention Plan (SWPPP) is entirely responsible for meeting SWPPP requirements within the boundaries of the construction site where they perform construction activities The purpose of this chart is to identify the Best Management Practice responsibilities of any operator conducting under the SWPPP and to define the scope of inspections If the party with day-to-day operational control has abandoned the site, the person with control over project specifications is considered to be the responsible party until the authority is transferred to another party and the SWPPP is updated

	Operator(s) conducting under the SWPPP		**Other Operator(s)**		
Name					
Type					
Scope					
Commencement of Construction Activity			N/A	N/A	N/A
Silt Fences					
Berms					
Sedimentation Basins					
Rock Dams					
Stabilized Construction Access					
Stage I Inlet Protection Barriers					
Stage II Inlet Protection Barriers					
Surge Dams					
Existing Vegetation					
Dust Control					
Material Storage					
Equipment Storage					
Waste Disposal					
Spills and Leaks					
Concrete Truck Washout					
Sanitation Facilities					
Petroleum Product Storage					
Dewatering Bags					
Velocity Dissipation Devices					
Establishment of Temporary Stabilization					
Establishment of Permanent Stabilization					

EXHIBIT B
Soil Survey

K Factor Whole Soil—Galveston County, Texas
(Hanson Road Improvments (FM 2094 to Kemah City Limits))



MAP LEGEND

Area of Interest (AOI)

Area of Interest (AOI)

Soils

Soil Map Units

Soil Ratings

- 02
- 05
- 10
- 15
- 17
- 20
- 24
- 28
- 32
- 37
- 43
- 49
- 55
- 64

Not rated or not available

Political Features

Cities

Water Features

Oceans

Streams and Canals

Transportation

Rails

Interstate Highways

US Routes

Major Roads

Local Roads

MAP INFORMATION

Map Scale 1 4,750 if printed on A size (8 5" × 11") sheet

The soil surveys that comprise your AOI were mapped at 1 24,000

Please rely on the bar scale on each map sheet for accurate map measurements

Source of Map Natural Resources Conservation Service
Web Soil Survey URL http //websoilsurvey nrcs usda gov
Coordinate System UTM Zone 15N NAD83

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area Galveston County, Texas
Survey Area Data Version 8, Oct 26, 2009

Date(s) aerial images were photographed 1995

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps As a result, some minor shifting of map unit boundaries may be evident

K Factor, Whole Soil

K Factor, Whole Soil— Summary by Map Unit — Galveston County, Texas				
Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
KeA	Kemah silt loam, 0 to 1 percent slopes	43	8 1	41 5%
Ls	Leton-Ans complex	37	10 6	54 5%
Ve	Verland silty clay loam	37	0 6	2 9%
Vx	Veston loam, slightly saline-strongly saline complex	49	0 2	1 2%
Totals for Area of Interest			**19.5**	**100 0%**

Description

Erosion factor K indicates the susceptibility of a soil to sheet and rill erosion by water Factor K is one of six factors used in the Universal Soil Loss Equation (USLE) and the Revised Universal Soil Loss Equation (RUSLE) to predict the average annual rate of soil loss by sheet and rill erosion in tons per acre per year The estimates are based primarily on percentage of silt, sand, and organic matter and on soil structure and saturated hydraulic conductivity (Ksat) Values of K range from 0 02 to 0 69 Other factors being equal, the higher the value, the more susceptible the soil is to sheet and rill erosion by water

"Erosion factor Kw (whole soil)" indicates the erodibility of the whole soil The estimates are modified by the presence of rock fragments

Rating Options

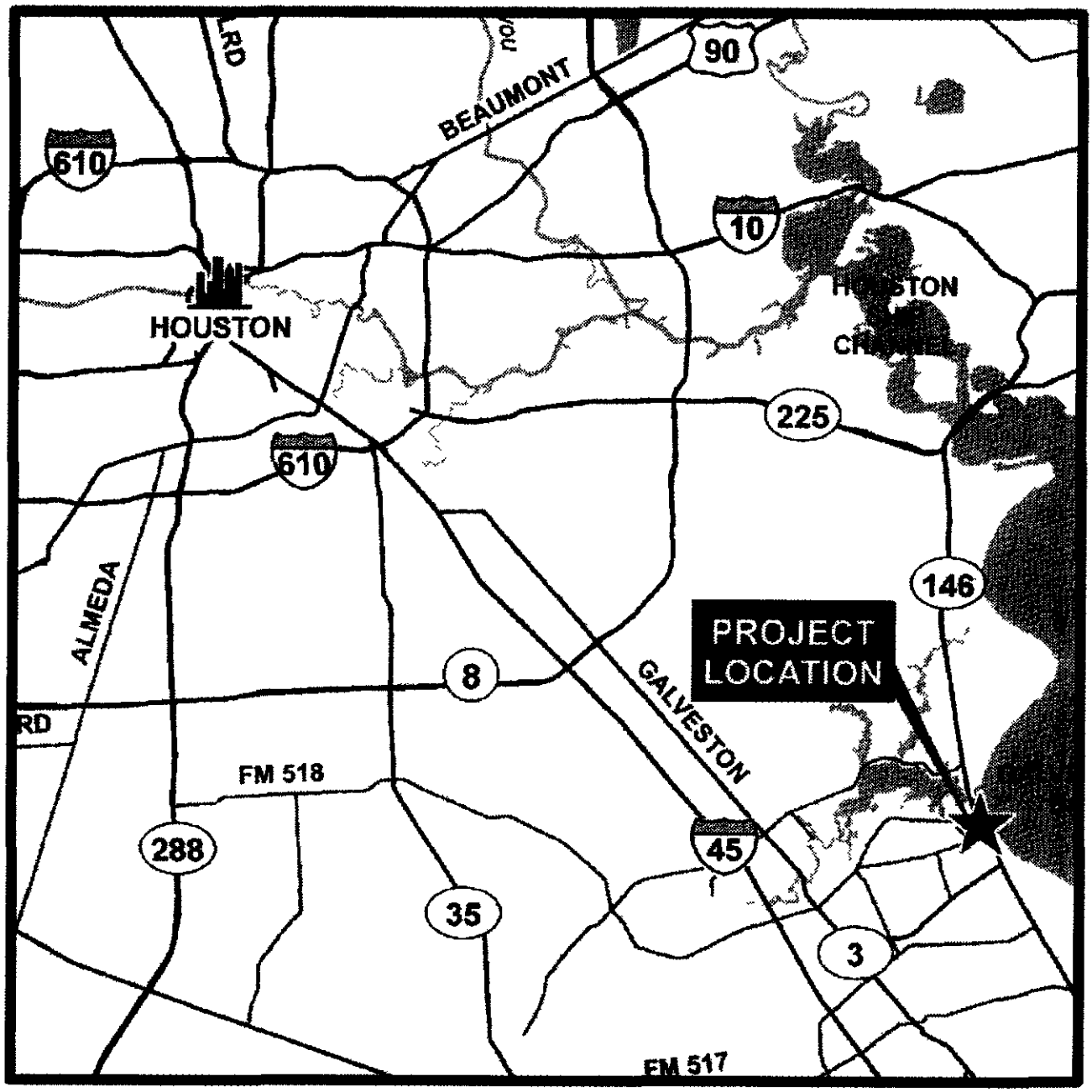
Aggregation Method Dominant Condition

Component Percent Cutoff *None Specified*

Tie-break Rule Higher

Layer Options Surface Layer

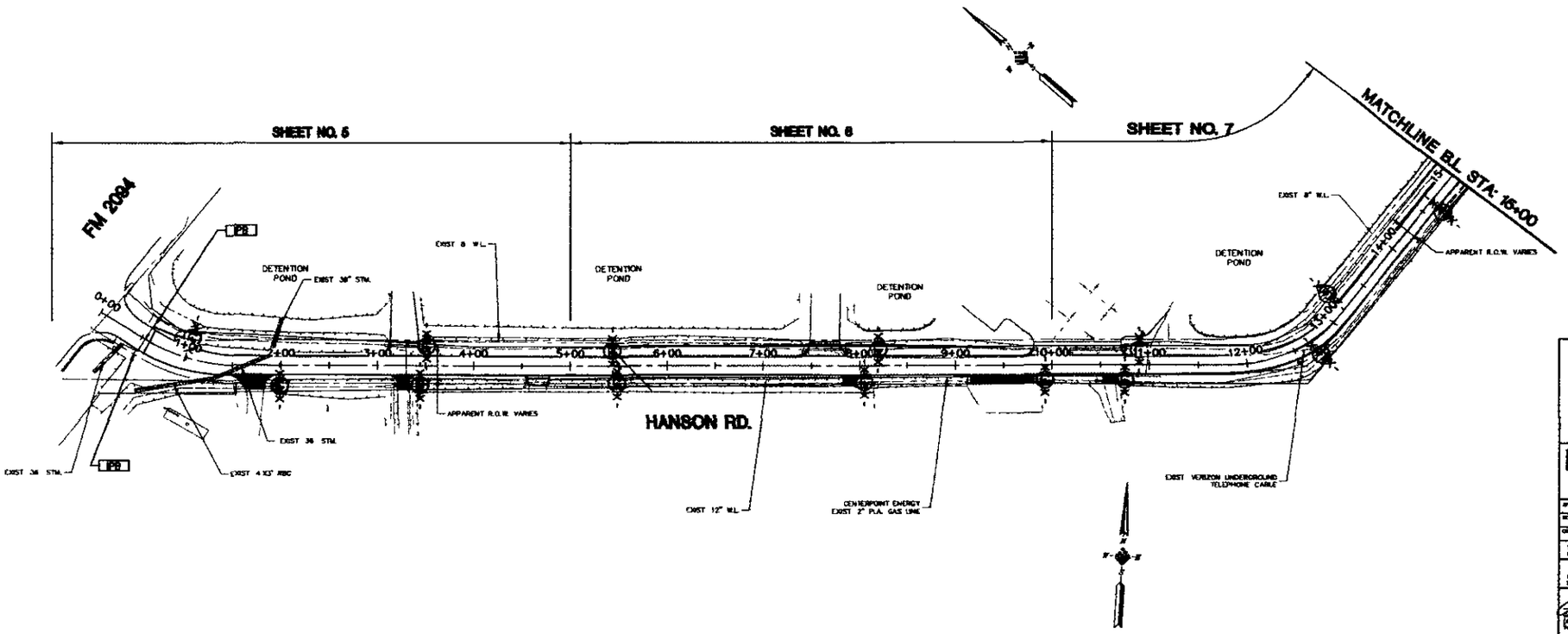
EXHIBIT C
Vicinity Map

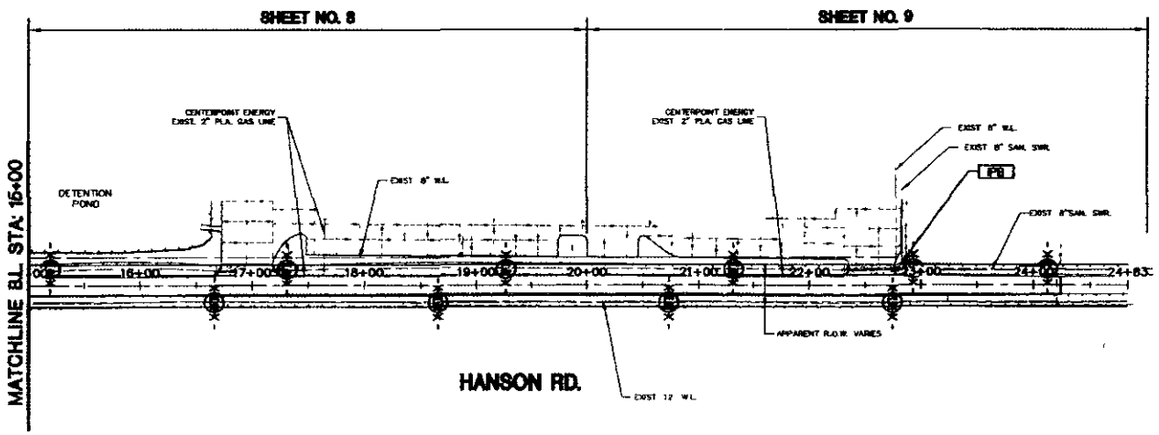


VICINITY MAP

N.T.S.

EXHIBIT D
Site Maps





LEGEND:

RFFBK — REINFORCED FILTER FABRIC FENCE

PB — INLET PROTECTION BARRIER

60' 0' 60'
SCALE
1 =60'

Jason Brock
7/8/11

STATE OF TEXAS
JASON BROCK
98725
PROFESSIONAL ENGINEER

PATE ENGINEERS
TBPE F-002726
13333 N.W. Freeway, Suite 300 Houston, Tx. 77040
Phone: 713-462-3178

APPROVED J.M.B.		DATE JULY 2011	
DESIGNED BY M.T.K.	DRAWN BY R.V.	JOB NO. 1306-004-00	
CHECKED BY K.T.		DWG NO.	

TO ARRANGE FOR LINES TO BE TURNED OFF OR MOVED, CALL CENTERPOINT AT 713-207-2222.

PRIVATE UTILITY LINES SHOWN
AT LEAST 48 HOURS BEFORE EXCAVATING IN STREET R.O.W. OR EASEMENTS CALL THE LINE TYPE REPRESENTED 713-522-4067

Centerpoint Energy/Houston Pipeline — Date 7/8/11
(approval only for locating underground facilities, unless otherwise noted.)
(Gas line in color only.)

Verizon Service Area for underground conduit facilities only. Approval valid for one year. — Date 7/8/11

Centerpoint Energy/Gas Facilities — Date 7/8/11
(Gas service lines are not shown)

BENCHMARK.
FLOODPLAIN REFERENCE MARK NUMBER 010010 IS AN HCFCD ALUM DISC ON BRIDGE AT TODDVILLE AND CLEAR CREEK LOCATED ON DOWNSTREAM CONCRETE WALK, ON EAST SIDE OF N-BOUND ROAD, AT STREAM CENTERLINE IN KEYMAP 620T IN THE CLEAR CREEK WATERSHED NEAR STREAM A100-00-00.
(NAVD 88, 2001 ADJUSTMENT)

HANSON ROAD IMPROVEMENTS

SHEET LAYOUT & SWPPP

GALVESTON COUNTY

FILE NO:

DRAWING SCALE
HORIZ 1 =60'
VERT

THE STATE OF TEXAS
COUNTY OF GALVESTON

SHEET No 3 OF 17

PATE Drawing No _____

PATE JOB No 1306-004-00

REVISION	DESCRIPTION	APV'D	DATE

EXHIBIT E
Construction Site Notice (CSN)

SMALL CONSTRUCTION SITE NOTICE

FOR THE
Texas Commission on Environmental Quality (TCEQ)
Storm Water Program

TPDES GENERAL PERMIT TXR150000

The following information is posted in compliance with PART II E 2. of the TCEQ General Permit Number TXR150000 for discharges of storm water runoff from small construction sites Additional information regarding the TCEQ storm water permit program may be found on the internet at
http://www.tceq state tx.us/nav/permits/wq_construction.html

Site-Specific TPDES Authorization Number	
Operator Name:	
Contact Name and Phone Number:	
Project Description *Physical address or description of the site's location, and estimated start date and projected end date, or date that disturbed soils will be stabilized*	**Estimated Start Date·** **Estimated End Date**
Location of Storm Water Pollution Prevention Plan.	

r Small Construction Activities Authorized Under Part II.E 2. (Obtaining Authorization to Discharge) the following certification must be completed:

I _____(Typed or Printed Name Person Completing This Certification) certify under penalty of law that I have read and understand the eligibility requirements for claiming an authorization under Part II D 2 of TPDES General Permit TXR150000 and agree to comply with the terms of this permit A storm water pollution prevention plan has been developed and will be implemented prior to construction, according to permit requirements A copy of this signed notice is supplied to the operator of the MS4 if discharges enter an MS4 I am aware there are significant penalties for providing false information or for conducting unauthorized discharges, including the possibility of fine and imprisonment for knowing violations

Signature and Title _____Date _____

_____*Date Notice Removed*
_____*MS4 operator notified per Part II F 3*

EXHIBIT F
Transfer of Operational Control

Exhibit F

TRANSFER OF OPERATIONAL CONTROL

FOR THE

Texas Commission on Environmental Quality (TCEQ)

Storm Water Program

TPDES GENERAL PERMIT TXR150000

Instructions Fill out the form and meter or affix stamps to the Certificate of Mailing below Make a copy, place it in a self-addressed stamped envelope, and then mail the copy to the New Operator at a USPS facility At the time of mailing, present the original to a USPS employee, and they will date stamp the certificate so that the original can be retained in the SWPPP as a Transfer of Operational Control

Permitted operators may attempt to notify new operators of the requirement to obtain authorization, as appropriate, under the Texas Pollutant Discharge Elimination System Construction General Permit TXR150000 when a transfer of operational control occurs Authorization under this general permit is not transferable Each operator is entirely responsible for meeting Storm Water Pollution Prevention Plan (SWPPP) requirements within the boundaries of the construction site where they perform construction activities

Construction Project or Site Name	
Operator Name	
New Operator	
New Operator Mailing Address	
Date Transfer is Effective	

The Operator has relinquished control over all areas of the site that have not been finally stabilized, and SWPPP responsibilities for all silt fences and other temporary erosion controls are now transferred to the New Operator The Operator is required to retain record of this notification for a minimum period of three (3) years from the date that permit coverage is terminated The information on this notification is required in Part II F 4 of the general permit

UNITED STATES POSTAL SERVICE

Certificate Of Mailing

To pay fee affix stamps o postage here

This Certificate of Mailing provides evidence that mail has been presented to USPS for mailing

This form may be used for domestic and international mail

From

[Operator]

[Address]

[Address]

To

Postmark Here

[New Operator]

[New Operator Mailing Address]

[New Operator Mailing Address]

PS Form 3817 April 2007 PSN 7530 02 000 9065

EXHIBIT G
Sedimentation Basin Capacity
Calculation Chart

Exhibit G

SEDIMENTATION BASIN CAPACITY CALCULATION CHART
FOR THE
Texas Commission on Environmental Quality (TCEQ)
Storm Water Program
TPDES GENERAL PERMIT TXR150000

Any operator(s) with control over construction plans and specifications must ensure the project specifications allow or provide that adequate Best Management Practices are developed to meet the requirements of the Texas Pollutant Discharge Elimination System Construction General Permit TXR150000 A sedimentation basin is required, where feasible, for a common drainage location that serves an area with ten or more acres disturbed at one time A sedimentation basin may be temporary or permanent, and must provide sufficient storage to contain a calculated volume of runoff from a 2 year, 24 hour storm event from each disturbed acre drained It is not required to include the flows from offsite areas and flow from onsite areas that are either undisturbed or have already undergone permanent stabilization, if these flows are diverted around both the disturbed areas of the site and the sediment basin Any capacity calculations shall be included in the Storm Water Pollution Prevention Plan (SWPPP) Where rainfall data is not available or a calculation cannot be performed, the sedimentation basin must provide at least 3,600 cubic feet of storage per acre drained until final stabilization of the site The basin capacity equals the runoff coefficient multiplied by the disturbed area multiplied by the 2 year 24 hour storm event (or the disturbed area multiplied by 3,600 cubic feet per acre, alternatively)

Construction Project or Site Name	Hanson Road Improvements
Runoff Coefficient for Exposed Soils	N/A
Maximum 2 Year 24 Hour Storm Event.	N/A
Expected Disturbed Area Draining to Common Location	2 2
Minimum Basin Capacity	N/A

If the minimum basin capacity is not feasible, the reason shall be documented in the SWPPP, and the site shall utilize equivalent control measures until final stabilization Equivalent control measures may include a series of smaller sedimentation basins, silt fences, vegetative buffer strips, or equivalent sediment controls along the down slope boundaries of the construction area, and for those side slope boundaries deemed appropriate as dictated by individual site conditions If the minimum basin capacity is not feasible due to the following factors, check all that apply

Site soils
Available area
Precipitation patterns
Site vegetation
Geotechnical factors
Equivalent control measures
Slope
Public safety
Site geometry
Infiltration capacity
Depth to groundwater
Other _____

Name of Person Completing Exhibit G	Marcel Khouw
Company of Person Completing Exhibit G	Pate Engineers, Inc

EXHIBIT H

Subcontractors Certification, Inspector Qualifications

(To be provided by Contractor)

SUBCONTRACTOR'S CERTIFICATION

Project Name and Location

Project Name Hanson Road Improvements (From F M. 2094 to Kemah City Limits)
Location Galveston County, Texas

I certify under penalty of law that I understand the terms and conditions of the Texas Pollutant Discharge Elimination System (TPDES) General Permit TX150000 that authorizes the storm water discharges associated with the industrial activity from that construction site identified as part of this certification

Subcontractor.

Company

Name

Title

Signature

Date

Responsible For

Subcontractor

Company

Name

Title

Signature

Date

Responsible For

EXHIBIT I
Inspection Record

INSPECTOR CERTIFICATION

(To be filed with Inspection Reports)

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations

_____
Signature

_____
Printed Name

_____
Title

_____
Company

_____
Date

STORM WATER POLLUTION PREVENTION PLAN
INSPECTION AND MAINTENANCE REPORT

INSPECTOR _____ DATE _____

DAYS SINCE LAST RAINFALL_____AMOUNT OF LAST RAINFALL _____ INCHES

STABILIZATION MEASURES

AREA	DATE SINCE LAST DISTURBED	DATE OF NEXT DISTURBANCE	STABILIZED?	STABILIZED WITH	CONDITION

STABILIZATION REQUIRED

_____
_____
_____

TO BE PERFORMED BY _____ ON OR BEFORE _____

COMPLETED BY _____ DATE _____

STRUCTURAL CONTROLS

DIVERSION DIKES AND SWALES

FROM	TO	STABILIZED?	EVIDENCE OF WASHOUT OR OVER-TOPPING?

MAINTENANCE REQUIRED FOR DIVERSION DIKES AND SWALES

_____
_____
_____

TO BE PERFORMED BY _____ ON OR BEFORE _____

COMPLETED BY _____ DATE _____

TEMPORARY DIVERSION SWALE

FROM	TO	STABILIZED?	EVIDENCE OF WASHOUT OR OVER-TOPPING?

MAINTENANCE REQUIRED FOR TEMPORARY DIVERSION SWALE

_____
_____
_____

TO BE PERFORMED BY _____ ON OR BEFORE _____

COMPLETED BY _____ DATE _____

FILTER FABRIC FENCE

LOCATION	BOTTOM FABRIC STILL BURIED	FABRIC TORN OR SAGGING?	POSTS TIPPING OVER	HOW DEEP IS THE SEDIMENT?

MAINTENANCE REQUIRED FOR FILTER FABRIC FENCE

_____
_____
_____

TO BE PERFORMED BY _____ ON OR BEFORE _____

COMPLETED BY _____ DATE _____

INLET PROTECTION BARRIERS

LOCATION	IN PLACE CONDITION?	DEPTH OF SEDIMENT	CONDITION OF INLET

MAINTENANCE REQUIRED FOR INLET PROTECTION BARRIER

_____
_____
_____

TO BE PERFORMED BY _____ ON OR BEFORE _____

COMPLETED BY _____ DATE _____

INSPECTION AND MAINTENANCE REPORT

CHANGES REQUIRED TO THE POLLUTION PREVENTION PLAN

_____
_____
_____

REASON FOR CHANGES

_____
_____
_____

INSPECTOR'S SIGNATURES _____ DATE _____

EXHIBIT J
TXR150000

TCEQ Docket No 2007-1588-WQ
TPDES General Permit No TXR150000

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
P.O BOX 13087
Austin, TX 78711-3087

This is a renewal of TPDES General Permit No TXR150000, issued March 5, 2003

GENERAL PERMIT TO DISCHARGE WASTES
under provisions of
Section 402 of the Clean Water Act
and Chapter 26 of the Texas Water Code

Construction sites that discharge storm water associated with construction activity

located in the state of Texas

may discharge to surface water in the state

only according to effluent limitations, monitoring requirements and other conditions set forth in this permit, as well as the rules of the Texas Commission on Environmental Quality (TCEQ), the laws of the State of Texas, and other orders of the TCEQ. The issuance of this general permit does not grant to the permittee the right to use private or public property for conveyance of storm water and certain non-storm water discharges along the discharge route This includes property belonging to but not limited to any individual, partnership, corporation or other entity. Neither does this permit authorize any invasion of personal rights nor any violation of federal, state, or local laws or regulations It is the responsibility of the permittee to acquire property rights as may be necessary to use the discharge route

This permit and the authorization contained herein shall expire at midnight on March 5, 2013

EFFECTIVE DATE March 5, 2008

ISSUED DATE: FEB 15 2008

Buddy Garcia
For the Commission

TPDES GENERAL PERMIT NUMBER TXR150000 RELATING TO STORM WATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITIES

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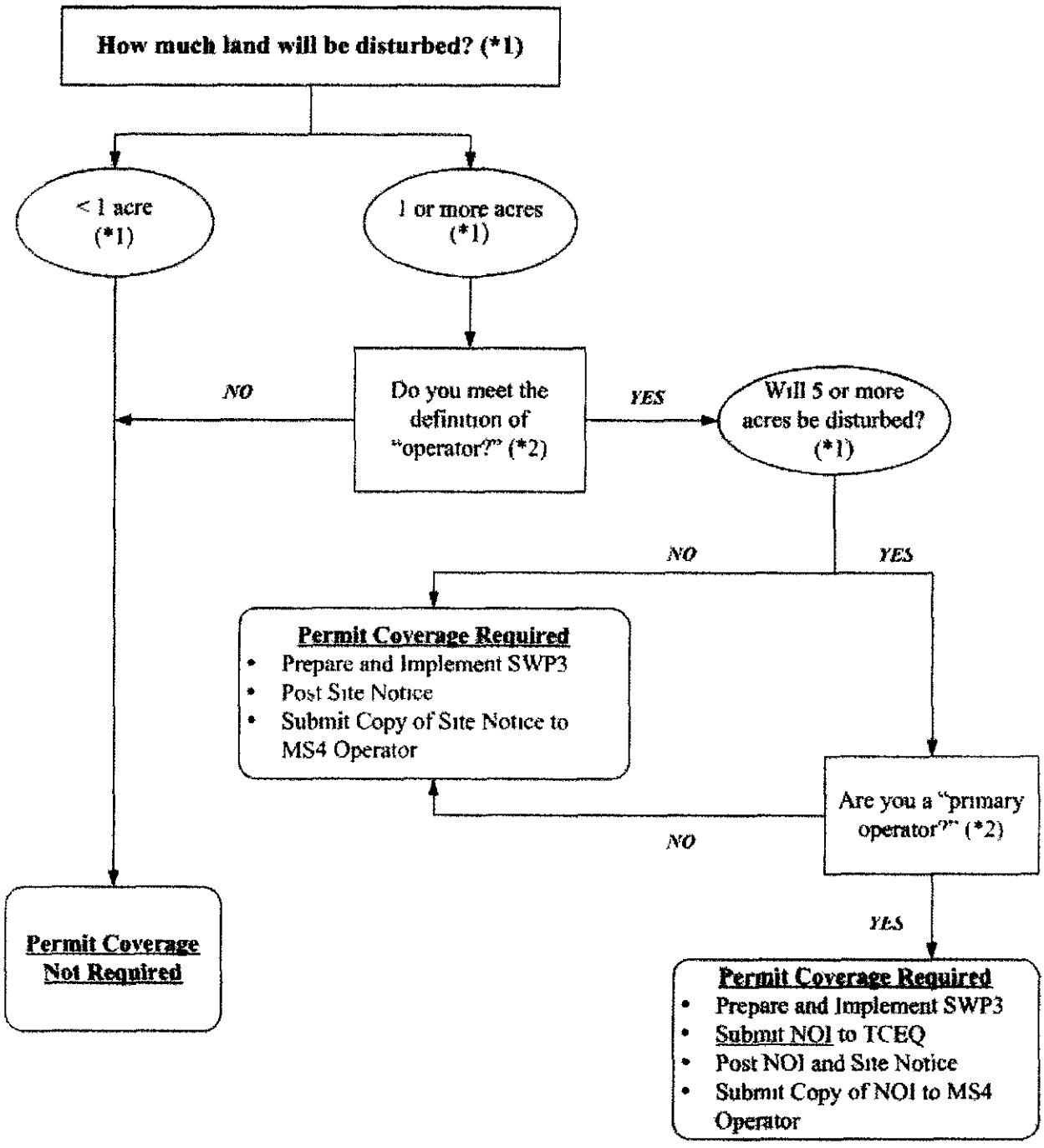
Part I. Flow Chart and Definitions

Section A. Flow Chart to Determine Whether Coverage is Required



*(*1) To determine the size of the construction project, use the size of the entire area to be disturbed, and include the size of the larger common plan of development or sale, if the project is part of a larger project (refer to Part I.B., "Definitions," for an explanation of "larger common plan of development or sale").*

*(*2) Refer to the definitions for "operator," "primary operator," and "secondary operator" in Part I., Section B. of this permit.*

Section B. Definitions

Arid Areas - Areas with an average annual rainfall of 0 to 10 inches.

Best Management Practices (BMPs) - Schedules of activities, prohibitions of practices, maintenance procedures, structural controls, local ordinances, and other management practices to prevent or reduce the discharge of pollutants BMPs also include treatment requirements, operating procedures, and practices to control construction site runoff, spills or leaks, waste disposal, or drainage from raw material storage areas

Commencement of Construction - The initial disturbance of soils associated with clearing, grading, or excavation activities, as well as other construction-related activities (e g , stockpiling of fill material, demolition)

Common Plan of Development - A construction activity that is completed in separate stages, separate phases, or in combination with other construction activities A common plan of development (also known as a "common plan of development or sale") is identified by the documentation for the construction project that identifies the scope of the project, and may include plats, blueprints, marketing plans, contracts, building permits, a public notice or hearing, zoning requests, or other similar documentation and activities A common plan of development does not necessarily include all construction projects within the jurisdiction of a public entity (e g , a city or university) Construction of roads or buildings in different parts of the jurisdiction would be considered separate "common plans," with only the interconnected parts of a project being considered part of a "common plan" (e g , a building and its associated parking lot and driveways, airport runway and associated taxiways, a building complex, etc) Where discrete construction projects occur within a larger common plan of development or sale but are located ¼ mile or more apart, and the area between the projects is not being disturbed, each individual project can be treated as a separate plan of development or sale, provided that any interconnecting road, pipeline or utility project that is part of the same "common plan" is not included in the area to be disturbed

Discharge – For the purposes of this permit, the drainage, release, or disposal of pollutants in storm water and certain non-storm water from areas where soil disturbing activities (e g , clearing, grading, excavation, stockpiling of fill material, and demolition), construction materials or equipment storage or maintenance (e g , fill piles, borrow area, concrete truck washout, fueling), or other industrial storm water directly related to the construction process (e g , concrete or asphalt batch plants) are located

Edwards Aquifer - As defined under Texas Administrative Code § 213 3 of this title (relating to the Edwards Aquifer), that portion of an arcuate belt of porous, water-bearing, predominantly carbonate rocks known as the Edwards and Associated Limestones in the Balcones Fault Zone trending from west to east to northeast in Kinney, Uvalde, Medina, Bexar, Comal, Hays, Travis, and Williamson Counties, and composed of the Salmon Peak Limestone, McKnight Formation, West Nueces Formation, Devil's River Limestone, Person Formation, Kainer Formation, Edwards Formation, and Georgetown Formation The permeable aquifer units generally overlie the less-permeable Glen Rose Formation to the south, overlie the less-permeable Comanche Peak and Walnut Formations north of the Colorado River, and underlie the less-permeable Del Rio Clay regionally

Edwards Aquifer Recharge Zone - Generally, that area where the stratigraphic units constituting the Edwards Aquifer crop out, including the outcrops of other geologic formations in proximity to the Edwards Aquifer, where caves, sinkholes, faults, fractures, or other permeable features would create a potential for recharge of surface waters into the Edwards Aquifer The recharge zone is identified as that area designated as such on official maps located in the offices of the Texas Commission on Environmental Quality and the

appropriate regional office. The Edwards Aquifer Map Viewer, located at http //www tceq.state tx us/compliance/field_ops/eapp/mapdisclaimer.html, can be used to determine where the recharge zone is located

Edwards Aquifer Contributing Zone - The area or watershed where runoff from precipitation flows downgradient to the recharge zone of the Edwards Aquifer The contributing zone is located upstream (upgradient) and generally north and northwest of the recharge zone for the following counties· all areas within Kinney County, except the area within the watershed draining to Segment 2304 of the Rio Grande Basin, all areas within Uvalde, Medina, Bexar, and Comal Counties, all areas within Hays and Travis Counties, except the area within the watersheds draining to the Colorado River above a point 1.3 miles upstream from Tom Miller Dam, Lake Austin at the confluence of Barrow Brook Cove, Segment 1403 of the Colorado River Basin; and all areas within Williamson County, except the area within the watersheds draining to the Lampasas River above the dam at Stillhouse Hollow reservoir, Segment 1216 of the Brazos River Basin The contributing zone is illustrated on the Edwards Aquifer map viewer at http //www.tceq.state tx us/compliance/field_ops/eapp/mapdisclaimer html

Facility or Activity – For the purpose of this permit, a construction site or construction support activity that is regulated under this general permit, including all contiguous land and fixtures (e.g., ponds and materials stockpiles), structures, or appurtances used at a construction site or industrial site described by this general permit

Final Stabilization - A construction site status where any of the following conditions are met

(a) All soil disturbing activities at the site have been completed and a uniform (i e , evenly distributed, without large bare areas) perennial vegetative cover with a density of at least 70% of the native background vegetative cover for the area has been established on all unpaved areas and areas not covered by permanent structures, or equivalent permanent stabilization measures (such as the use of riprap, gabions, or geotextiles) have been employed

(b) For individual lots in a residential construction site by either

(1) the homebuilder completing final stabilization as specified in condition (a) above, or

(2) the homebuilder establishing temporary stabilization for an individual lot prior to the time of transfer of the ownership of the home to the buyer and after informing the homeowner of the need for, and benefits of, final stabilization If temporary stabilization is not feasible, then the homebuilder may fulfill this requirement by retaining perimeter controls or other best management practices, and informing the homeowner of the need for removal of temporary controls and the establishment of final stabilization

(c) For construction activities on land used for agricultural purposes (e g pipelines across crop or range land), final stabilization may be accomplished by returning the disturbed land to its preconstruction agricultural use Areas disturbed that were not previously used for agricultural activities, such as buffer strips immediately adjacent to surface water and areas that are not being returned to their preconstruction agricultural use must meet the final stabilization conditions of condition (a) above

(d) In arid, semi-arid, and drought-stricken areas only, all soil disturbing activities at the site have been completed and both of the following criteria have been met

(1) Temporary erosion control measures (e g , degradable rolled erosion control product) are selected, designed, and installed along with an appropriate seed base to provide erosion control for at least three years without active maintenance by the operator, and

(2) The temporary erosion control measures are selected, designed, and installed to achieve 70 percent vegetative coverage within three years

Hyperchlorination of Waterlines – Treatment of potable water lines or tanks with chlorine for disinfection purposes, typically following repair or partial replacement of the waterline or tank, and subsequently flushing the contents

Indian Country Land – (from 40 CFR 122 2) (1) all land within the limits of any Indian reservation under the jurisdiction of the United States government, notwithstanding the issuance of any patent, and, including rights-of-way running through the reservation, (2) all dependent Indian communities with the borders of the United States whether within the originally or subsequently acquired territory thereof, and whether within or without the limits of a state, and (3) all Indian allotments, the Indian titles to which have not been extinguished, including rights-of-way running through the same

Indian Tribe - (from 40 CFR 122.2) any Indian Tribe, band, group, or community recognized by the Secretary of the Interior and exercising governmental authority over a Federal Indian Reservation

Large Construction Activity - Construction activities including clearing, grading, and excavating that result in land disturbance of equal to or greater than five (5) acres of land Large construction activity also includes the disturbance of less than five (5) acres of total land area that is part of a larger common plan of development or sale if the larger common plan will ultimately disturb equal to or greater than five (5) acres of land Large construction activity does not include routine maintenance that is performed to maintain the original line and grade, hydraulic capacity, or original purpose of the site (e g , the routine grading of existing dirt roads, asphalt overlays of existing roads, the routine clearing of existing right-of-ways, and similar maintenance activities)

Municipal Separate Storm Sewer System (MS4) - A separate storm sewer system owned or operated by the United States, a state, city, town, county, district, association, or other public body (created by or pursuant to state law) having jurisdiction over the disposal of sewage, industrial wastes, storm water, or other wastes, including special districts under state law such as a sewer district, flood control or drainage district, or similar entity, or an Indian tribe or an authorized Indian tribal organization, that discharges to surface water in the state

Notice of Change (NOC) – Written notification to the executive director from a discharger authorized under this permit, providing changes to information that was previously provided to the agency in a notice of intent form

Notice of Intent (NOI) - A written submission to the executive director from an applicant requesting coverage under this general permit

Notice of Termination (NOT) - A written submission to the executive director from a discharger authorized under a general permit requesting termination of coverage

Operator - The person or persons associated with a large or small construction activity that is either a primary or secondary operator as defined below:

Primary Operator – the person or persons associated with a large or small construction activity that meets either of the following two criteria

(a) the person or persons have operational control over construction plans and specifications, including the ability to make modifications to those plans and specifications; or

(b) the person or persons have day-to-day operational control of those activities at a construction site that are necessary to ensure compliance with a storm water pollution prevention plan (SWP3) for the site or other permit conditions (e g , they are authorized to direct workers at a site to carry out activities required by the SWP3 or comply with other permit conditions)

Secondary Operator – The person whose operational control is limited to the employment of other operators or to the ability to approve or disapprove changes to plans and specifications A secondary operator is also defined as a primary operator and must comply with the permit requirements for primary operators if there are no other operators at the construction site

Outfall - For the purpose of this permit, a point source at the point where storm water runoff associated with construction activity discharges to surface water in the state and does not include open conveyances connecting two municipal separate storm sewers, or pipes, tunnels, or other conveyances that connect segments of the same stream or other water of the U S. and are used to convey waters of the U S

Permittee - An operator authorized under this general permit The authorization may be gained through submission of a notice of intent, by waiver, or by meeting the requirements for automatic coverage to discharge storm water runoff and certain non-storm water discharges

Point Source – (from 40 CFR §122 2) Any discernible, confined, and discrete conveyance, including but not limited to, any pipe, ditch, channel, tunnel, conduit, well, discrete fissure, container, rolling stock concentrated animal feeding operation, landfill leachate collection system, vessel or other floating craft from which pollutants are, or may be, discharged This term does not include return flows from irrigated agriculture or agricultural storm water runoff

Pollutant - Dredged spoil, solid waste, incinerator residue, sewage, garbage, sewage sludge, filter backwash, munitions, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt, and industrial, municipal, and agricultural waste discharged into any surface water in the state The term "pollutant" does not include tail water or runoff water from irrigation or rainwater runoff from cultivated or uncultivated rangeland, pastureland, and farmland For the purpose of this permit, the term "pollutant" includes sediment

Pollution - (from Texas Water Code §26 001(14)) The alteration of the physical, thermal, chemical, or biological quality of, or the contamination of, any surface water in the state that renders the water harmful, detrimental, or injurious to humans, animal life, vegetation, or property or to public health, safety, or welfare, or impairs the usefulness or the public enjoyment of the water for any lawful or reasonable purpose

Rainfall Erosivity Factor (R factor) - the total annual erosive potential that is due to climatic effects, and is part of the Revised Universal Soil Loss Equation (RUSLE)

Semiarid Areas - areas with an average annual rainfall of 10 to 20 inches

Separate Storm Sewer System - *A conveyance or system of* conveyances (including roads with drainage systems, streets, catch basins, curbs, gutters, ditches, man-made channels, or storm drains), designed or used for collecting or conveying storm water, that is not a combined sewer, and that is not part of a publicly owned treatment works (POTW)

Small Construction Activity - Construction activities including clearing, grading, and excavating that result in land disturbance of equal to or greater than one (1) acre and less than five (5) acres of land Small construction activity also includes the disturbance of *less than one (1) acre of total land area that is part of a* larger common plan of development or sale if the larger common plan will ultimately disturb equal to or greater than one (1) and less than five (5) acres of land Small construction activity does not include routine maintenance that is performed to maintain the original line and grade, hydraulic capacity, or original purpose of the site (e g , the routine grading of existing dirt roads, asphalt overlays of existing roads, the routine clearing of existing right-of-ways, and similar maintenance activities)

Storm Water (or Storm Water Runoff) - Rainfall runoff, snow melt runoff, and surface runoff and drainage

Storm Water Associated with Construction Activity - Storm water runoff from a construction activity where soil disturbing activities (including clearing, grading, excavating) result in the disturbance of one (1) or more acres of total land area, or are part of a larger common plan of development or sale that will result in disturbance of one (1) or more acres of total land area

Structural Control (or Practice) - A pollution prevention practice that requires the construction of a device, or the use of a device, to capture or prevent pollution in storm water runoff Structural controls and practices may include but are not limited to silt fences, earthen dikes, drainage swales, sediment traps, check dams, subsurface drains, storm drain inlet protection, rock outlet protection, reinforced soil retaining systems, gabions, and temporary or permanent sediment basins

Surface Water in the State - Lakes, bays, ponds, impounding reservoirs, springs, rivers, streams, creeks, estuaries, wetlands, marshes, inlets, canals, the Gulf of Mexico inside the territorial limits of the state (from the mean high water mark (MHWM) out 10 36 miles into the Gulf), and all other bodies of surface water, natural or artificial, inland or coastal, fresh or salt, navigable or nonnavigable, and including the beds and banks of all water-courses and bodies of surface water, that are wholly or partially inside or bordering the state or subject to the jurisdiction of the state, except that waters in treatment systems which are authorized by state or federal law, regulation, or permit, and *which are created for the purpose of waste treatment are* not considered to be water in the state

Temporary Stabilization - A condition where exposed soils or disturbed areas are provided a protective cover or other structural control to prevent the migration of pollutants Temporary stabilization may include temporary seeding, geotextiles, mulches, and other techniques to reduce or eliminate erosion until either permanent stabilization can be achieved or until further construction activities take place

Waters of the United States - (from 40 CFR, Part122, Section 2) Waters of the United States or waters of the U S means

(a) all waters which are currently used, were used in the past, or may be susceptible to use in interstate or foreign commerce, including all waters which are subject to the ebb and flow of the tide,

(b) all interstate waters, including interstate wetlands,

(c) all other waters such as intrastate lakes, rivers, streams (including intermittent streams), mudflats, sandflats, wetlands, sloughs, prairie potholes, wet meadows, playa lakes, or natural ponds that the use, degradation, or destruction of which would affect or could affect interstate or foreign commerce including any such waters

(1) which are or could be used by interstate or foreign travelers for recreational or other purposes,

(2) from which fish or shellfish are or could be taken and sold in interstate or foreign commerce; or

(3) which are used or could be used for industrial purposes by industries in interstate commerce,

(d) all impoundments of waters otherwise defined as waters of the United States under this definition;

(e) tributaries of waters identified in paragraphs (a) through (d) of this definition;

(f) the territorial sea, and

(g) wetlands adjacent to waters (other than waters that are themselves wetlands) identified in paragraphs (a) through (f) of this definition

Waste treatment systems, including treatment ponds or lagoons designed to meet the requirements of CWA (other than cooling ponds as defined in 40 CFR §423.11(m) which also meet the criteria of this definition) are not waters of the United States This exclusion applies only to manmade bodies of water which neither were originally created in waters of the United States (such as disposal area in wetlands) nor resulted from the impoundment of waters of the United States. Waters of the United States do not include prior converted cropland Notwithstanding the determination of an area's status as prior converted cropland by any other federal agency, for the purposes of the Clean Water Act, the final authority regarding Clean Water Act jurisdiction remains with EPA.

Part II. Permit Applicability and Coverage

Section A. Discharges Eligible for Authorization

1 Storm Water Associated with Construction Activity

Discharges of storm water runoff from small and large construction activities may be authorized under this general permit

2 Discharges of Storm Water Associated with Construction Support Activities

Examples of construction support activities include, but are not limited to, concrete batch plants, rock crushers, asphalt batch plants, equipment staging areas, material storage yards, material borrow areas, and excavated material disposal areas Discharges of storm water runoff from construction support activities may be authorized under this general permit, provided that the following conditions are met

(a) the activities are located within one (1)-mile from the boundary of the permitted construction site and directly support the construction activity,

(b) a storm water pollution prevention plan is developed according to the provisions of this general permit and includes appropriate controls and measures to reduce erosion and discharge of pollutants in storm water runoff from the construction support activities, and

(c) the construction support activities either do not operate beyond the completion date of the construction activity or are authorized under separate TPDES authorization Separate TPDES authorization may include the TPDES Multi Sector General Permit, TXR050000 (related to storm water discharges associated with industrial activity), separate authorization under this general permit if applicable, coverage under an alternative general permit if available, or authorization under an individual water quality permit

3 Non-Storm Water Discharges

The following non-storm water discharges from sites authorized under this general permit are also eligible for authorization under this general permit

(a) discharges from fire fighting activities (fire fighting activities do not include washing of trucks, run-off water from training activities, test water from fire suppression systems, and similar activities),

(b) uncontaminated fire hydrant flushings (excluding discharges of hyperchlorinated water, unless the water is first dechlorinated and discharges are not expected to adversely affect aquatic life), which include flushings from systems that utilize potable water, surface water, or groundwater that does not contain additional pollutants (uncontaminated fire hydrant flushings do not include systems utilizing reclaimed wastewater as a source water),

(c) water from the routine external washing of vehicles, the external portion of buildings or structures, and pavement, where detergents and soaps are not used and where spills or leaks of toxic or hazardous materials have not occurred (unless spilled materials have been removed, and if local state, or federal regulations are applicable, the materials are removed according to those regulations), and where the purpose is to remove mud, dirt, or dust,

(d) uncontaminated water used to control dust,

(e) potable water sources including waterline flushings (excluding discharges of hyperchlorinated water, unless the water is first dechlorinated and discharges are not expected to adversely affect aquatic life);

(f) uncontaminated air conditioning condensate,

(g) uncontaminated ground water or spring water, including foundation or footing drains where flows are not contaminated with industrial materials such as solvents, and

(h) lawn watering and similar irrigation drainage

4. Other Permitted Discharges

Any discharge authorized under a separate NPDES, TPDES, or TCEQ permit may be combined with discharges authorized by this general permit, provided those discharges comply with the associated permit

Section B. Concrete Truck Wash Out

The washout of concrete trucks associated with off-site production facilities may be conducted at regulated construction sites in accordance with the requirements of Part V of this general permit.

Section C. Limitations on Permit Coverage

1 Post Construction Discharges

Discharges that occur after construction activities have been completed, and after the construction site and any supporting activity site have undergone final stabilization, are not eligible for coverage under this general permit Discharges originating from the sites are not authorized under this general permit following the submission of the notice of termination (NOT) for the construction activity

2 Prohibition of Non-Storm Water Discharges

Except as otherwise provided in Part II A. of this general permit, only discharges that are composed entirely of storm water associated with construction activity may be authorized under this general permit.

3 Compliance With Water Quality Standards

Discharges to surface water in the state that would cause or contribute to a violation of water quality standards or that would fail to protect and maintain existing designated uses are not eligible for coverage under this general permit The executive director may require an application for an individual permit or alternative general permit (see Parts II.H.2. and 3) to authorize discharges to surface water in the state from any activity that is determined to cause a violation of water quality standards or is found to cause, or contribute to, the loss of a designated use The executive director may also require an application for an individual permit considering factors described in Part II H.2 of this general permit

4 Discharges to Water Quality-Impaired Receiving Waters

New sources or new discharges of the constituents of concern to impaired waters are not authorized by this permit unless otherwise allowable under 30 TAC Chapter 305 and applicable state law Impaired waters are those that do not meet applicable water quality standards and are listed on the EPA approved Clean Water Act Section 303(d) list Constituents of concern are those for which the water body is listed as impaired

Discharges of the constituents of concern to impaired water bodies for which there is a total maximum daily load (TMDL) are not eligible for this permit unless they are consistent with the approved TMDL Permittees must incorporate the limitations, conditions, and requirements applicable to their discharges, including monitoring frequency and reporting required by TCEQ rules, into their storm water pollution prevention plan in order to be eligible for coverage under this general permit

5 Discharges to the Edwards Aquifer Recharge Zone

Discharges cannot be authorized by this general permit where prohibited by 30 Texas Administrative Code (TAC) Chapter 213 (relating to Edwards Aquifer) **In addition, commencement of construction (i.e., the initial disturbance of soils associated with clearing, grading, or excavating activities, as well as other construction-related activities such as stockpiling of fill material and demolition) at a site regulated under 30 TAC Chapter 213, may not begin until the appropriate Edwards Aquifer Protection Plan has been approved by the TCEQ's Edwards Aquifer Protection Program.**

(a) For new discharges located within the Edwards Aquifer Recharge Zone, or within that area upstream from the recharge zone and defined as the Contributing Zone, operators must meet all applicable requirements of, and operate according to, 30 TAC Chapter 213 (Edwards Aquifer Rule) in addition to the provisions and requirements of this general permit

(b) For existing discharges located within the Edwards Aquifer Recharge Zone, the requirements of the agency-approved Water Pollution Abatement Plan under the Edwards Aquifer Rules are in addition to the requirements of this general permit BMPs and maintenance schedules for structural storm water controls, for example, may be required as a provision of the rule All applicable requirements of the Edwards Aquifer Rule for reductions of suspended solids in storm water runoff are in addition to the requirements in this general permit for this pollutant

For discharges from large construction activities located on the Edwards Aquifer recharge zone or the Edwards Aquifer contributing zone, applicants must submit a copy of the NOI to the appropriate TCEQ regional office For discharges from small construction activities located on the Edwards Aquifer recharge zone or the Edwards Aquifer contributing zone, and for discharges from large construction activities by operators not required to submit an NOI under this general permit, applicants must submit a copy of the construction site notice to the appropriate TCEQ regional office where required by the Edwards Aquifer Rules at 30 TAC Chapter 213

Counties Contact

Comal, Bexar, Medina, Uvalde, and Kinney	TCEQ Water Program Manager San Antonio Regional Office 14250 Judson Rd San Antonio, Texas (210) 490-3096
Williamson, Travis, and Hays	TCEQ Water Program Manager Austin Regional Office 2800 South IH 35, Suite 100 Austin, Texas 78704-5712 (512) 339-2929

6 Discharges to Specific Watersheds and Water Quality Areas

Discharges otherwise eligible for coverage cannot be authorized by this general permit where prohibited by 30 TAC Chapter 311 (relating to Watershed Protection) for water quality areas and watersheds

7 Protection of Streams and Watersheds by Other Governmental Entities

This general permit does not limit the authority or ability of federal, other state, or local governmental entities from placing additional or more stringent requirements on construction activities or discharges from construction activities For example, this permit does not limit the authority of a home-rule municipality provided by Texas Local Government Code §401 002

8 Indian Country Lands

Storm water runoff from construction activities occurring on Indian Country lands are not under the authority of the TCEQ and are not eligible for coverage under this general permit. If discharges of storm water require authorization under federal National Pollutant Discharge Elimination System (NPDES) regulations, authority for these discharges must be obtained from the U S. Environmental Protection Agency (EPA).

9 Oil and Gas Production

Storm water runoff from construction activities associated with the exploration, development, or production of oil or gas or geothermal resources, including transportation of crude oil or natural gas by pipeline, are not under the authority of the TCEQ and are not eligible for coverage under this general permit. If discharges of storm water require authorization under federal NPDES regulations, authority for these discharges must be obtained from the EPA

10 Storm Water Discharges from Agricultural Activities

Storm water discharges from agricultural activities that are not point source discharges of storm water are not subject to TPDES permit requirements These activities may include clearing and cultivating ground for crops, construction of fences to contain livestock, construction of stock ponds, and other similar agricultural activities Discharges of storm water runoff associated with the construction of facilities that are subject to TPDES regulations, such as the construction of confined animal feeding operations, would be point sources regulated under this general permit

11 Other

Nothing in Part II of the general permit is intended to negate any person's ability to assert the force majeure (act of God, war, strike, riot, or other catastrophe) defenses found in 30 TAC § 70 7

Section D. Deadlines for Obtaining Authorization to Discharge

1 Large Construction Activities

(a) New Construction - Discharges from sites where the commencement of construction occurs on or after the effective date of this general permit must be authorized, either under this general permit or a separate TPDES permit, prior to the commencement of those construction activities

(b) Ongoing Construction - Operators of large construction activities continuing to operate after the effective date of this permit, and authorized under TPDES general permit TXR150000 (issued March 5, 2003), must submit an NOI to renew authorization under this general permit within 90 days of the effective date of this general permit During this interim period, as a requirement of this TPDES permit, the operator must continue to meet the conditions and requirements of the previous TPDES permit

2 Small Construction Activities

(a) New Construction - Discharges from sites where the commencement of construction occurs on or after the effective date of this general permit must be authorized, either under this general permit or a separate TPDES permit, prior to the commencement of those construction activities

(b) Ongoing Construction - Discharges from ongoing small construction activities that commenced prior to the effective date of this general permit, and that would not meet the conditions to qualify for termination of this permit as described in Part II E of this general permit, must meet the requirements to be authorized, either under this general permit or a separate TPDES permit, within 90 days of the effective date of this general permit. During this interim period, as a requirement of this TPDES permit, the operator must continue to meet the conditions and requirements of the previous TPDES permit

Section E. Obtaining Authorization to Discharge

1 Automatic Authorization for Small Construction Activities With Low Potential for Erosion·

If all of the following conditions are met, then a small construction activity is determined to occur during periods of low potential for erosion, and a site operator may be automatically authorized under this general permit without being required to develop a storm water pollution prevention plan or submit a notice of intent (NOI).

(a) the construction activity occurs in a county listed in Appendix A;

(b) the construction activity is initiated and completed, including either final or temporary stabilization of all disturbed areas, within the time frame identified in Appendix A for the location of the construction site;

(c) all temporary stabilization is adequately maintained to effectively reduce or prohibit erosion, permanent stabilization activities have been initiated, and a condition of final stabilization is completed no later than 30 days following the end date of the time frame identified in Appendix A for the location of the construction site,

(d) the permittee signs a completed construction site notice (Attachment 1 of this general permit), including the certification statement,

(e) a signed copy of the construction site notice is posted at the construction site in a location where it is readily available for viewing by the general public, local, state, and federal authorities prior to commencing construction activities, and maintained in that location until completion of the construction activity;

(f) a copy of the signed and certified construction site notice is provided to the operator of any municipal separate storm sewer system (MS4) receiving the discharge at least two days prior to commencement of construction activities;

(g) any supporting concrete batch plant or asphalt batch plant is separately authorized for discharges of storm water runoff or other non-storm water discharges under an individual TPDES permit, another TPDES general permit, or under an individual TCEQ permit where storm water and non-storm water is disposed of by evaporation or irrigation (discharges are adjacent to water in the state), and

(h) any non-storm water discharges are either authorized under a separate permit or authorization, or are not considered to be a wastewater

Part II G of this general permit describes how an operator may apply for and obtain a waiver from permitting, for certain small construction activities that occur during a period with a low potential for erosion, where automatic authorization under this section is not available.

2 Automatic Authorization For All Other Small Construction Activities

Operators of small construction activities not described in Part II E 1 above may be automatically authorized under this general permit, and operators of these sites shall not be required to submit an NOI, provided that they meet all of the following conditions·

(a) develop a SWP3 according to the provisions of this general permit, that covers either the entire site or all portions of the site for which the applicant is the operator, and implement that plan prior to commencing construction activities,

(b) sign and certify a completed construction site notice (Attachment 2 of this general permit), post the notice at the construction site in a location where it is safely and readily available for viewing by the general public, local, state, and federal authorities, prior to commencing construction, and maintain the notice in that location until completion of the construction activity (for linear construction activities, e g pipeline or highway, the site notice must be placed in a publicly accessible location near where construction is actively underway, notice for these linear sites may be relocated, as necessary, along the length of the project, and the notice must be safely and readily available for viewing by the general public, local, state, and federal authorities), and

(c) provide a copy of the signed and certified construction site notice to the operator of any municipal separate storm sewer system receiving the discharge at least two days prior to commencement of construction activities

Operators of small construction activities as defined in Part I of this general permit shall not submit an NOI for coverage unless otherwise required by the executive director

As described in Part I (Definitions) of this general permit, large construction activities include those that will disturb less than five (5) acres of land, but that are part of a larger common plan of development or sale that will ultimately disturb five (5) or more acres of land, and must meet the requirements of Part II E 3 below

3 Authorization for Large Construction Activities

Operators of large construction activities that qualify for coverage under this general permit must meet all of the following conditions

(a) develop a SWP3 according to the provisions of this general permit that covers either the entire site or all portions of the site for which the applicant is the operator, and implement that plan prior to commencing construction activities,

(b) primary operators must submit a Notice of Intent (NOI), using a form provided by the executive director, at least seven (7) days prior to commencing construction activities, or if utilizing electronic submittal, prior to commencing construction activities If an additional primary operator is added after the initial NOI is submitted, the new primary operator must submit an NOI at least seven (7) days before assuming operational control, or if utilizing electronic NOI submittal, prior to assuming operational control If the primary operator changes after the initial NOI is submitted, the new primary operator must submit a paper NOI or an electronic NOI at least ten (10) days before assuming operational control,

(c) all primary operators must also post a copy of the signed NOI at the construction site in a location where it is readily available for viewing by the general public, local,

state, and federal authorities prior to commencing construction activities, and must maintain the NOI in that location until completion of the construction activity;

(d) all operators of large construction activities must post a site notice in accordance with Part III.D.2. of this permit. The site notice must be located where it is safely and readily available for viewing by the general public, local, state, and federal authorities prior to commencing construction, and must be maintained in that location until completion of the construction activity (for linear construction activities, e.g. pipeline or highway, the site notice must be placed in a publicly accessible location near where construction is actively underway; notice for these linear sites may be relocated, as necessary, along the length of the project, and the notice must be safely and readily available for viewing by the general public, local, state, and federal authorities), and

(e) all primary operators must provide a copy of the signed NOI to the operator of any municipal separate storm sewer system (MS4) receiving the discharge and to any secondary operator, at least seven (7) days prior to commencing construction activities, and must list in the SWP3 the names and addresses of all MS4 operators receiving a copy.

(f) All persons meeting the definition of "secondary operator" in Part I of this permit are hereby notified that they are regulated under this general permit, but are not required to submit an NOI, provided that another operator(s) at the site has submitted an NOI, or is required to submit an NOI and the secondary operator has provided notification to the operator(s) of the need to obtain coverage (with records of notification available upon request). Any secondary operator notified under this provision may alternatively submit an NOI under this general permit, may seek coverage under an alternative TPDES individual permit, or may seek coverage under an alternative TPDES general permit if available.

4 Waivers for Small Construction Activities

Part II G describes how operators of certain small construction activities may obtain a waiver from coverage.

5 Effective Date of Coverage

(a) Operators of small construction activities as described in either Part II.E 1 or II E 2 above are authorized immediately following compliance with the applicable conditions of Part II.E.1 or II E.2 Secondary operators of large construction activities as described in Part II E 3 above are authorized immediately following compliance with the applicable conditions in Part II.E 3. For activities located in areas regulated by 30 TAC Chapter 213, related to the Edwards Aquifer, this authorization to discharge is separate from the requirements of the operator's responsibilities under that rule Construction may not commence for sites regulated under 30 TAC Chapter 213 until all applicable requirements of that rule are met

(b) Primary operators of large construction activities as described in Part II.E.3 above are provisionally authorized seven (7) days from the date that a completed NOI is

postmarked for delivery to the TCEQ, unless otherwise notified by the executive director If electronic submission of the NOI is provided, and unless otherwise notified by the executive director, primary operators are authorized immediately following confirmation of receipt of the NOI by the TCEQ Authorization is non-provisional when the executive director finds the NOI is administratively complete and an authorization number is issued for the activity For activities located in areas regulated by 30 TAC Chapter 213, related to the Edwards Aquifer, this authorization to discharge is separate from the requirements of the operator's responsibilities under that rule Construction may not commence for sites regulated under 30 TAC Chapter 213 until all applicable requirements of that rule are met

(c) Operators are not prohibited from submitting late NOIs or posting late notices to obtain authorization under this general permit The TCEQ reserves the right to take appropriate enforcement actions for any unpermitted activities that may have occurred between the time construction commenced and authorization was obtained

6 Notice of Change (NOC)

If relevant information provided in the NOI changes, an NOC must be submitted at least 14 days before the change occurs, if possible Where 14-day advance notice is not possible, the operator must submit an NOC within 14 days of discovery of the change If the operator becomes aware that it failed to submit any relevant facts or submitted incorrect information in an NOI, the correct information must be provided to the executive director in an NOC within 14 days after discovery The NOC shall be submitted on a form provided by the executive director, or by letter if an NOC form is not available A copy of the NOC must also be provided to the operator of any MS4 receiving the discharge, and a list must be included in the SWP3 that includes the names and addresses of all MS4 operators receiving a copy

Information that may be included on an NOC includes, but is not limited to, the following the description of the construction project, an increase in the number of acres disturbed (for increases of one or more acres), or the operator name A transfer of operational control from one operator to another, including a transfer of the ownership of a company, may not be included in an NOC A transfer of ownership of a company includes changes to the structure of a company, such as changing from a partnership to a corporation or changing corporation types, so that the filing number (or charter number) that is on record with the Texas Secretary of State must be changed

An NOC is not required for notifying TCEQ of a decrease in the number of acres disturbed This information must be included in the storm water pollution prevention plan (SWP3) and retained on site

7 Signatory Requirement for NOI Forms, Notice of Termination (NOT) Forms, NOC Letters, and Construction Site Notices

NOI forms, NOT forms, NOC letters, and Construction Site Notices that require a signature must be signed according to 30 TAC § 305 44 (relating to Signatories for Applications)

8 Contents of the NOI

The NOI form shall require, at a minimum, the following information.

(a) the TPDES CGP authorization number for existing authorizations under this general permit, where the operator submits an NOI to renew coverage within 90 days of the effective date of this general permit,

(b) the name, address, and telephone number of the operator filing the NOI for permit coverage,

(c) the name (or other identifier), address, county, and latitude/longitude of the construction project or site;

(d) the number of acres that will be disturbed by the applicant,

(e) confirmation that the project or site will not be located on Indian Country lands,

(f) confirmation that a SWP3 has been developed, that it will be implemented prior to construction, and that it is compliant with any applicable local sediment and erosion control plans,

(g) name of the receiving water(s);

(h) the classified segment number for each classified segment that receives discharges from the regulated construction activity (if the discharge is not directly to a classified segment, then the classified segment number of the first classified segment that those discharges reach), and

(i) the name of all surface waters receiving discharges from the regulated construction activity that are on the latest EPA-approved CWA § 303(d) list of impaired waters

Section F. Terminating Coverage

1 Notice of Termination (NOT) Required

Each operator that has submitted an NOI for authorization under this general permit must apply to terminate that authorization following the conditions described in this section of the general permit. Authorization must be terminated by submitting a Notice of Termination (NOT) on a form supplied by the executive director Authorization to discharge under this general permit terminates at midnight on the day the NOT is postmarked for delivery to the TCEQ If electronic submission of the NOT is provided, authorization to discharge under this permit terminates immediately following confirmation of receipt of the NOT by the TCEQ Compliance with the conditions and requirements of this permit is required until an NOT is submitted

The NOT must be submitted to TCEQ, and a copy of the NOT provided to the operator of any MS4 receiving the discharge (with a list in the SWP3 of the names and addresses of all MS4 operators receiving a copy), within 30 days after any of the following conditions are met

(a) final stabilization has been achieved on all portions of the site that are the responsibility of the permittee,

(b) a transfer of operational control has occurred (See Section II F 4 below), or

(c) the operator has obtained alternative authorization under an individual TPDES permit or alternative TPDES general permit

2 Minimum Contents of the NOT

The NOT form shall require, at a minimum, the following information

(a) if authorization was granted following submission of an NOI, the permittee's site-specific TPDES authorization number for the construction site,

(b) an indication of whether the construction activity is completed or if the permittee is simply no longer an operator at the site,

(c) the name, address, and telephone number of the permittee submitting the NOT,

(d) the name (or other identifier), address, county, and latitude/longitude of the construction project or site, and

(e) a signed certification that either all storm water discharges requiring authorization under this general permit will no longer occur, or that the applicant to terminate coverage is no longer the operator of the facility or construction site, and that all temporary structural erosion controls have either been removed, will be removed on a schedule defined in the SWP3, or have been transferred to a new operator if the new operator has applied for permit coverage Erosion controls that are designed to remain in place for an indefinite period such as mulches and fiber mats, are not required to be removed or scheduled for removal

3 Termination of Coverage for Small Construction Sites and for Secondary Operators at Large Construction Sites

Each operator that has obtained automatic authorization and has not been required to submit an NOI must remove the site notice upon meeting any of the conditions listed below, complete the applicable portion of the site notice related to removal of the site notice, and submit a copy of the completed site notice to the operator of any MS4 receiving the discharge (or provide alternative notification as allowed by the MS4 operator, with documentation of such notification included in the SWP3), within 30 days of meeting any of the following conditions

(a) final stabilization has been achieved on all portions of the site that are the responsibility of the permittee,

(b) a transfer of operational control has occurred (See Section II F 4 below), or

(c) the operator has obtained alternative authorization under an individual or general TPDES permit

Authorization to discharge under this general permit terminates immediately upon removal of the applicable site notice Compliance with the conditions and requirements of this permit is required until the site notice is removed.

4 Transfer of Operational Control

Coverage under this general permit is not transferable. A transfer of operational control includes changes to the structure of a company, such as changing from a partnership to a corporation, or changing to a different corporation type such that a different filing (or charter) number is established with the Texas Secretary of State

When the primary operator of a large construction activity changes or operational control is transferred, the original operator must submit a Notice of Termination (NOT) within ten (10) days prior to the date that responsibility for operations terminates, and the new operator must submit an NOI at least ten (10) days prior to the transfer of operational control, in accordance with condition (a) or (b) below A copy of the NOT must be provided to the operator of any MS4 receiving the discharge in accordance with Section II.F.1. above

Operators of regulated construction activities who are not required to submit an NOI must remove the original site notice, and the new operator must post the required site notice prior to the transfer of operational control, in accordance with condition (a) or (b) below A copy of the completed site notice must be provided to the operator of any MS4 receiving the discharge, in accordance with Section II F 3 above

A transfer of operational control occurs when either of the following criteria is met

(a) Another operator has assumed control over all areas of the site that have not been finally stabilized, and all silt fences and other temporary erosion controls have either been removed, scheduled for removal as defined in the SWP3, or transferred to a new operator, provided that the permitted operator has attempted to notify the new operator in writing of the requirement to obtain permit coverage Record of this notification (or attempt at notification) shall be retained by the operator in accordance with Part VI of this permit. Erosion controls that are designed to remain in place for an indefinite period, such as mulches and fiber mats, are not required to be removed or scheduled for removal

(b) A homebuilder has purchased one or more lots from an operator who obtained coverage under this general permit for a common plan of development or sale. The homebuilder is considered a new operator and shall comply with the requirements listed above, including the development of a SWP3 if necessary Under these circumstances, the homebuilder is only responsible for compliance with the general permit requirements as they apply to lot(s) it has operational control over, and the original operator remains responsible for common controls or discharges, and must amend its SWP3 to remove the lot(s) transferred to the homebuilder

Section G. Waivers from Coverage

The executive director may waive the otherwise applicable requirements of this general permit for storm water discharges from small construction activities under the terms and conditions described in this section

1 Waiver Applicability and Coverage

Operators of small construction activities may apply for and receive a waiver from the requirements to obtain authorization under this general permit, where all of the following conditions are met This waiver from coverage does not apply to non-storm water discharges The operator must insure that any non-storm water discharges are either authorized under a separate permit or authorization, or are not considered to be a wastewater

(a) the calculated rainfall erosivity (R) factor for the entire period of the construction project is less than five (5),

(b) the operator submits to the TCEQ a signed waiver certification form, supplied by the executive director, certifying that the construction activity will commence and be completed within a period when the value of the calculated rainfall erosivity R factor is less than five (5), and

(c) the waiver certification form is postmarked for delivery to the TCEQ at least two (2) days before construction activity begins

2 Steps to Obtaining a Waiver

The construction site operator may calculate the R factor to request a waiver using the following steps

(a) Estimate the construction start date and the construction end date The construction end date is the date that final stabilization will be achieved

(b) Find the appropriate Erosivity Index (EI) zone in Appendix B of this permit

(c) Find the EI percentage for the project period by adding the results for each period of the project using the table provided in Appendix D of this permit, in EPA Fact Sheet 2 1, or in USDA Handbook 703, by subtracting the start value from the end value to find the percent EI for the site

(d) Refer to the Isoerodent Map (Appendix C of this permit) and interpolate the annual isoerodent value for the proposed construction location

(e) Multiply the percent value obtained in Step (c) above by the annual isoerodent value obtained in Step (d) This is the R factor for the proposed project If the value is less than 5, then a waiver may be obtained If the value is five (5) or more, then a waiver may not be obtained, and the operator must obtain coverage under Part II E 2 of this permit

Alternatively, the operator may calculate a site-specific R factor utilizing the following online calculator: http://ei.tamu.edu/index.html, or using another available resource

The waiver certification form is not required to be posted at the small construction site

3. Effective Date of Waiver

Operators of small construction activities are provisionally waived from the otherwise applicable requirements of this general permit two (2) days from the date that a completed waiver certification form is postmarked for delivery to TCEQ.

4. Activities Extending Beyond the Waiver Period

If a construction activity extends beyond the approved waiver period due to circumstances beyond the control of the operator, the operator must either

(a) recalculate the rainfall erosivity (R) factor using the original start date and a new projected ending date, and if the R factor is still under five (5), submit a new waiver certification form at least two (2) days before the end of the original waiver period, or

(b) obtain authorization under this general permit according to the requirements delineated in either Part II.E.2 or Part II E.3 at least two (2) days before the end of the approved waiver period

Section H. Alternative TPDES Permit Coverage

1 Individual Permit Alternative

Any discharge eligible for coverage under this general permit may alternatively be authorized under an individual TPDES permit according to 30 TAC Chapter 305 (relating to Consolidated Permits). Applications for individual permit coverage should be submitted at least three hundred and thirty (330) days prior to commencement of construction activities to ensure timely issuance

2. Individual Permit Required

The executive director may suspend an authorization or deny an NOI in accordance with the procedures set forth in 30 TAC Chapter 205 (relating to General Permits for Waste Discharges), including the requirement that the executive director provide written notice to the permittee The executive director may require an operator of a construction site, otherwise eligible for authorization under this general permit, to apply for an individual TPDES permit in the following circumstances.

(a) the conditions of an approved total maximum daily load (TMDL) limitation or TMDL implementation plan on the receiving stream;

(b) the activity being determined to cause a violation of water quality standards or being found to cause, or contribute to, the loss of a designated use of surface water in the state and

(c) any other consideration defined in 30 TAC Chapter 205 (relating to General Permits for Waste Discharges) including 30 TAC §205 4(c)(3)(D), which allows the commission to deny authorization under the general permit and require an individual permit if a discharger "has been determined by the executive director to have been out of compliance with any rule, order, or permit of the commission, including non-payment of fees assessed by the executive director "

Additionally, the executive director may cancel, revoke, or suspend authorization to discharge under this general permit based on a finding of historical and significant noncompliance with the provisions of this general permit, relating to 30 TAC §60 3 (Use of Compliance History) Denial of authorization to discharge under this general permit or suspension of a permittee's authorization under this general permit shall be done according to commission rules in 30 TAC, Chapter 205 (relating to General Permits for Waste Discharges)

3 Any discharge eligible for authorization under this general permit may alternatively be authorized under a separate general permit according to 30 TAC Chapter 205 (relating to General Permits for Waste Discharges), if applicable

Section I. Permit Expiration

1 This general permit is issued for a term not to exceed five (5) years All active discharge authorizations expire on the date provided on page one (1) of this permit Following public notice and comment, as provided by 30 TAC §205 3 (relating to Public Notice, Public Meetings, and Public Comment), the commission may amend, revoke, cancel, or renew this general permit

2 If the executive director publishes a notice of the intent to renew or amend this general permit before the expiration date, the permit will remain in effect for existing, authorized discharges until the commission takes final action on the permit Upon issuance of a renewed or amended permit, permittees may be required to submit an NOI within 90 days following the effective date of the renewed or amended permit, unless that permit provides for an alternative method for obtaining authorization

3 If the commission does not propose to reissue this general permit within 90 days before the expiration date, permittees shall apply for authorization under an individual permit or an alternative general permit If the application for an individual permit is submitted before the expiration date, authorization under this expiring general permit remains in effect until the issuance or denial of an individual permit No new NOIs will be accepted nor new authorizations honored under the general permit after the expiration date

Part III. Storm Water Pollution Prevention Plans (SWP3)

Storm water pollution prevention plans must be prepared to address discharges authorized under Parts II E 2 and II E 3 that will reach Waters of the United States, including discharges to MS4s and privately owned

separate storm sewer systems that drain to Waters of the United States, to identify and address potential sources of pollution that are reasonably expected to affect the quality of discharges from the construction site, including off-site material storage areas, overburden and stockpiles of dirt, borrow areas, equipment staging areas, vehicle repair areas, fueling areas, etc., used solely by the permitted project. The SWP3 must describe the implementation of practices that will be used to minimize to the extent practicable the discharge of pollutants in storm water associated with construction activity and non-storm water discharges described in Part II.A.3., in compliance with the terms and conditions of this permit.

Individual operators at a site may develop separate SWP3s that cover only their portion of the project, provided reference is made to the other operators at the site Where there is more than one SWP3 for a site, permittees must coordinate to ensure that BMPs and controls are consistent and do not negate or impair the effectiveness of each other Regardless of whether a single comprehensive SWP3 is developed or separate SWP3s are developed for each operator, it is the responsibility of each operator to ensure compliance with the terms and conditions of this general permit in the areas of the construction site where that operator has control over construction plans and specifications or day-to-day operations.

Section A. Shared SWP3 Development

For more effective coordination of BMPs and opportunities for cost sharing, a cooperative effort by the different operators at a site is encouraged Operators must independently obtain authorization, but may work together to prepare and implement a single, comprehensive SWP3 for the entire construction site.

1 The SWP3 must clearly list the name and, for large construction activities, the general permit authorization numbers, for each operator that participates in the shared SWP3 Until the TCEQ responds to receipt of the NOI with a general permit authorization number, the SWP3 must specify the date that the NOI was submitted to TCEQ by each operator Each operator participating in the shared plan must also sign the SWP3

2 The SWP3 must clearly indicate which operator is responsible for satisfying each shared requirement of the SWP3 If the responsibility for satisfying a requirement is not described in the plan, then each permittee is entirely responsible for meeting the requirement within the boundaries of the construction site where they perform construction activities The SWP3 must clearly describe responsibilities for meeting each requirement in shared or common areas

Section B. Responsibilities of Operators

1 Secondary Operators and Primary Operators with Control Over Construction Plans and Specifications

All secondary operators and primary operators with control over construction plans and specifications must

(a) ensure the project specifications allow or provide that adequate BMPs are developed to meet the requirements of Part III of this general permit;

(b) ensure that the SWP3 indicates the areas of the project where they have control over project specifications, including the ability to make modifications in specifications;

(c) ensure all other operators affected by modifications in project specifications are notified in a timely manner so that those operators may modify their best management practices as necessary to remain compliant with the conditions of this general permit, and

(d) ensure that the SWP3 for portions of the project where they are operators indicates the name and site-specific TPDES authorization numbers for permittees with the day-to-day operational control over those activities necessary to ensure compliance with the SWP3 and other permit conditions If the party with day-to-day operational control has not been authorized or has abandoned the site, the person with control over project specifications is considered to be the responsible party until the authority is transferred to another party and the SWP3 is updated

2 Primary Operators with Day-to-Day Operational Control

Primary Operators with day-to-day operational control of those activities at a project that are necessary to ensure compliance with an SWP3 and other permit conditions must ensure that the SWP3 accomplishes the following requirements

(a) meets the requirements of this general permit for those portions of the project where they are operators,

(b) identifies the parties responsible for implementation of best management practices (BMPs) described in the SWP3,

(c) indicates areas of the project where they have operational control over day-to-day activities, and

(d) includes, for areas where they have operational control over day-to-day activities, the name and site-specific TPDES authorization number of the parties with control over project specifications, including the ability to make modifications in specifications

Section C. Deadlines for SWP3 Preparation, Implementation, and Compliance

The SWP3 must be prepared prior to obtaining authorization under this general permit, and implemented prior to commencing construction activities that result in soil disturbance The SWP3 must be prepared so that it provides for compliance with the terms and conditions of this general permit

Section D. Plan Review and Making Plans Available

1 The SWP3 must be retained on-site at the construction site or, if the site is inactive or does not have an on-site location to store the plan, a notice must be posted describing the location of the SWP3 The SWP3 must be made readily available at the time of an on-site inspection to the executive director, a federal, state, or local agency approving sediment and erosion plans, grading plans, or storm water management plans, local government officials, and the operator of a municipal separate storm sewer receiving discharges from the site

2 In addition to the requirement to post the NOI, a primary operator of a large construction activity must post the site notice provided in Attachment 4 of this permit near the main entrance of the construction site An operator of a small construction activity seeking authorization under this general permit and a secondary operator of a large construction activity must post the site notice required in Part II.E.1., 2., or 3. of this permit in order to obtain authorization (see Attachments 1, 2, and 3). If the construction project is a linear construction project (e.g. pipeline or highway), the notices must be placed in a publicly accessible location near where construction is actively underway. Notices for these linear sites may be relocated, as necessary, along the length of the project The notices must be readily available for viewing by the general public; local, state, and federal authorities, and contain the following information.

(a) the site-specific TPDES authorization number for the project if assigned;

(b) the operator name, contact name, and contact phone number;

(c) a brief description of the project; and

(d) the location of the SWP3

3. This permit does not provide the general public with any right to trespass on a construction site for any reason, including inspection of a site; nor does this permit require that permittees allow members of the general public access to a construction site

Section E. Revisions and Updates to SWP3s

The permittee must revise or update the SWP3 whenever the following occurs:

1. a change in design, construction, operation, or maintenance that has a significant effect on the discharge of pollutants and that has not been previously addressed in the SWP3,

2 changing site conditions based on updated plans and specifications, new operators, new areas of responsibility, and changes in BMPs, or

3 results of inspections or investigations by site operators, operators of a municipal separate storm sewer system receiving the discharge, authorized TCEQ personnel, or a federal, state or local agency approving sediment and erosion plans indicate the SWP3 is proving ineffective in eliminating or significantly minimizing pollutants in discharges authorized under this general permit.

Section F. Contents of SWP3

The SWP3 must include, at a minimum, the information described in this section

1 A site or project description, which includes the following information

(a) a description of the nature of the construction activity,

(b) a list of potential pollutants and their sources,

(c) a description of the intended schedule or sequence of activities that will disturb soils for major portions of the site,

(d) the total number of acres of the entire property and the total number of acres where construction activities will occur, including off-site material storage areas, overburden and stockpiles of dirt, and borrow areas that are authorized under the permittee's NOI,

(e) data describing the soil or the quality of any discharge from the site,

(f) a map showing the general location of the site (e g a portion of a city or county map),

(g) a detailed site map (or maps) indicating the following

(i) drainage patterns and approximate slopes anticipated after major grading activities;

(ii) areas where soil disturbance will occur,

(iii) locations of all major structural controls either planned or in place,

(iv) locations where temporary or permanent stabilization practices are expected to be used

(v) locations of construction support activities, including off-site activities, that are authorized under the permittee's NOI, including material, waste, borrow, fill, or equipment storage areas,

(vi) surface waters (including wetlands) either at, adjacent, or in close proximity to the site,

(vii) locations where storm water discharges from the site directly to a surface water body or a municipal separate storm sewer system, and

(viii) vehicle wash areas

Where the amount of information required to be included on the map would result in a single map being difficult to read and interpret, the operator shall develop a series of maps that collectively include the required information

(h) the location and description of support activities authorized under the permittee's NOI, including asphalt plants, concrete plants, and other activities providing support to the construction site that is authorized under this general permit,

(i) the name of receiving waters at or near the site that may be disturbed or that may receive discharges from disturbed areas of the project,

(j) a copy of this TPDES general permit, and

(k) the notice of intent (NOI) and acknowledgement certificate for primary operators of large construction sites, and the site notice for small construction sites and for secondary operators of large construction sites

2 A description of the best management practices (BMPs) that will be used to minimize pollution in runoff.

The description must identify the general timing or sequence for implementation At a minimum, the description must include the following components:

(a) General Requirements

(i) Erosion and sediment controls must be designed to retain sediment on-site to the extent practicable with consideration for local topography, soil type, and rainfall.

(ii) Control measures must be properly selected, installed, and maintained according to the manufacturer's or designer's specifications

(iii) Controls must be developed to minimize the offsite transport of litter, construction debris, and construction materials.

(b) Erosion Control and Stabilization Practices

The SWP3 must include a description of temporary and permanent erosion control and stabilization practices for the site, including a schedule of when the practices will be implemented. Site plans should ensure that existing vegetation is preserved where it is possible

(i) Erosion control and stabilization practices may include but are not limited to establishment of temporary or permanent vegetation, mulching, geotextiles, sod stabilization, vegetative buffer strips, protection of existing trees and vegetation, slope texturing, temporary velocity dissipation devices, flow diversion mechanisms, and other similar measures.

(ii) The following records must be maintained and either attached to or referenced in the SWP3, and made readily available upon request to the parties listed in Part III D 1 of this general permit:

(A) the dates when major grading activities occur;

(B) the dates when construction activities temporarily or permanently cease on a portion of the site, and

(C) the dates when stabilization measures are initiated

(iii) Erosion control and stabilization measures must be initiated as soon as practicable in portions of the site where construction activities have temporarily ceased Stabilization measures that provide a protective cover must be initiated as soon as practicable in portions of the site where construction activities have permanently ceased Except as provided in (A) through (D) below, these measures must be initiated no more than 14 days after the construction activity in that portion of the site has temporarily or permanently ceased

(A) Where the initiation of stabilization measures by the 14th day after construction activity temporarily or permanently ceased is precluded by snow cover or frozen ground conditions, stabilization measures must be initiated as soon as practicable

(B) Where construction activity on a portion of the site has temporarily ceased, and earth disturbing activities will be resumed within 21 days, temporary erosion control and stabilization measures are not required on that portion of site

(C) In arid areas, semiarid areas, and areas experiencing droughts where the initiation of stabilization measures by the 14th day after construction activity has temporarily or permanently ceased or is precluded by arid conditions, erosion control and stabilization measures must be initiated as soon as practicable Where vegetative controls are not feasible due to arid conditions, the operator shall install non-vegetative erosion controls If non-vegetative controls are not feasible, the operator shall install temporary sediment controls as required in Paragraph (D) below

(D) In areas where temporary stabilization measures are infeasible, the operator may alternatively utilize temporary perimeter controls The operator must document in the SWP3 the reason why stabilization measures are not feasible, and must demonstrate that the perimeter controls will retain sediment on site to the extent practicable The operator must continue to inspect the BMPs at the frequency established in Section III F 7 (a) for unstabilized sites

(iv) Final stabilization must be achieved prior to termination of permit coverage

(c) *Sediment Control Practices*

The SWP3 must include a description of any sediment control practices used to remove eroded soils from storm water runoff, including the general timing or sequence for implementation of controls

(i) Sites With Drainage Areas of Ten or More Acres

(A) Sedimentation Basin(s)

(1) A sedimentation basin is required, where feasible, for a common drainage location that serves an area with ten (10) or more acres disturbed at one time. A sedimentation basin may be temporary or permanent, and must provide sufficient storage to contain a calculated volume of runoff from a 2-year, 24-hour storm from each disturbed acre drained. When calculating the volume of runoff from a 2-year, 24-hour storm event, it is not required to include the flows from offsite areas and flow from onsite areas that are either undisturbed or have already undergone permanent stabilization, if these flows are diverted around both the disturbed areas of the site and the sediment basin. Capacity calculations shall be included in the SWP3

(2) Where rainfall data is not available or a calculation cannot be performed, the sedimentation basin must provide at least 3,600 cubic feet of storage per acre drained until final stabilization of the site

(3) If a sedimentation basin is not feasible, then the permittee shall provide equivalent control measures until final stabilization of the site. In determining whether installing a sediment basin is feasible, the permittee may consider factors such as site soils, slope, available area, public safety, precipitation patterns, site geometry, site vegetation, infiltration capacity, geotechnical factors, depth to groundwater, and other similar considerations The permittee shall document the reason that the sediment basins are not feasible, and shall utilize equivalent control measures, which may include a series of smaller sediment basins.

(B) Perimeter Controls. At a minimum, silt fences, vegetative buffer strips, or equivalent sediment controls are required for all down slope boundaries of the construction area, and for those side slope boundaries deemed appropriate as dictated by individual site conditions

(ii) Controls for Sites With Drainage Areas Less than Ten Acres

(A) Sediment traps and sediment basins may be used to control solids in storm water runoff for drainage locations serving less than ten (10) acres. At a minimum, silt fences, vegetative buffer strips, or equivalent sediment controls are required for all down slope boundaries of the construction area, and for those side slope boundaries deemed appropriate as dictated by individual site conditions

(B) Alternatively, a sediment basin that provides storage for a calculated volume of runoff from a 2-year, 24-hour storm from each disturbed

acre drained may be utilized Where rainfall data is not available or a calculation cannot be performed, a temporary or permanent sediment basin providing 3,600 cubic feet of storage per acre drained may be provided If a calculation is performed, then the calculation shall be included in the SWP3

3. A Description of Permanent Storm Water Controls

A description of any measures that will be installed during the construction process to control pollutants in storm water discharges that may occur after construction operations have been completed must be included in the SWP3 Permittees are only responsible for the installation and maintenance of storm water management measures prior to final stabilization of the site or prior to submission of an NOT

4 Other Required Controls and BMPs

(a) Permittees shall minimize, to the extent practicable, the off-site vehicle tracking of sediments and the generation of dust The SWP3 shall include a description of controls utilized to accomplish this requirement

(b) The SWP3 must include a description of construction and waste materials expected to be stored on-site and a description of controls to minimize pollutants from these materials.

(c) The SWP3 must include a description of potential pollutant sources from areas other than construction (such as storm water discharges from dedicated asphalt plants and dedicated concrete batch plants), and a description of controls and measures that will be implemented at those sites to minimize pollutant discharges

(d) Permittees shall place velocity dissipation devices at discharge locations and along the length of any outfall channel (i e , runoff conveyance) to provide a non-erosive flow velocity from the structure to a water course, so that the natural physical and biological characteristics and functions are maintained and protected

(e) Permittees shall design and utilize appropriate controls to minimize the offsite transport of suspended sediments and other pollutants if it is necessary to pump or channel standing water from the site

5 Documentation of Compliance with Approved State and Local Plans

(a) Permittees must ensure that the SWP3 is consistent with requirements specified in applicable sediment and erosion site plans or site permits, or storm water management site plans or site permits approved by federal, state, or local officials

(b) SWP3s must be updated as necessary to remain consistent with any changes applicable to protecting surface water resources in sediment erosion site plans or site permits, or storm water management site plans or site permits approved by state or local official for which the permittee receives written notice

(c) If the permittee is required to prepare a separate management plan, including but not limited to a Water Pollution Abatement Plan or Contributing Zone Plan in accordance with 30 TAC Chapter 213 (related to the Edwards Aquifer), then a copy of that plan must be either included in the SWP3 or made readily available upon request to authorized personnel of the TCEQ The permittee shall maintain a copy of the approval letter for the plan in its SWP3.

6. Maintenance Requirements

(a) All protective measures identified in the SWP3 must be maintained in effective operating condition If, through inspections or other means, the permittee determines that BMPs are not operating effectively, then the permittee shall perform maintenance as necessary to maintain the continued effectiveness of storm water controls, and prior to the next rain event if feasible. If maintenance prior to the next anticipated storm event is impracticable, the reason shall be documented in the SWP3 and maintenance must be scheduled and accomplished as soon as practicable. Erosion and sediment controls that have been intentionally disabled, run-over, removed, or otherwise rendered ineffective must be replaced or corrected immediately upon discovery

(b) If periodic inspections or other information indicates a control has been used incorrectly, is performing inadequately, or is damaged, then the operator must replace or modify the control as soon as practicable after making the discovery

(c) Sediment must be removed from sediment traps and sedimentation ponds no later than the time that design capacity has been reduced by 50%. For perimeter controls such as silt fences, berms, etc., the trapped sediment must be removed before it reaches 50% of the above-ground height

(d) If sediment escapes the site, accumulations must be removed at a frequency that minimizes off-site impacts, and prior to the next rain event, if feasible If the permittee does not own or operate the off-site conveyance, then the permittee must to work with the owner or operator of the property to remove the sediment.

7 Inspections of Controls

(a) Personnel provided by the permittee must inspect disturbed areas of the construction site that have not been finally stabilized, areas used for storage of materials that are exposed to precipitation, discharge locations, and structural controls for evidence of, or the potential for, pollutants entering the drainage system Personnel conducting these inspections must be knowledgeable of this general permit, familiar with the construction site, and knowledgeable of the SWP3 for the site Sediment and erosion control measures identified in the SWP3 must be inspected to ensure that they are operating correctly Locations where vehicles enter or exit the site must be inspected for evidence of off-site sediment tracking Inspections must be conducted at least once every 14 calendar days and within 24 hours of the end of a storm event of 0 5 inches or greater.

Where sites have been finally or temporarily stabilized or where runoff is unlikely due to winter conditions (e g site is covered with snow, ice, or frozen ground exists), inspections must be conducted at least once every month In arid or semi-arid areas, inspections must be conducted at least once every month and within 24 hours after the end of a storm event of 0 5 inches or greater

As an alternative to the above-described inspection schedule of once every 14 calendar days and within 24 hours of a storm event of 0 5 inches or greater, the SWP3 may be developed to require that these inspections will occur at least once every seven (7) calendar days If this alternative schedule is developed, then the inspection must occur on a specifically defined day, regardless of whether or not there has been a rainfall event since the previous inspection The inspections may occur on either schedule provided that the SWP3 reflects the current schedule and that any changes to the schedule are conducted in accordance with the following provisions the schedule may be changed a maximum of one time each month, the schedule change must be implemented at the beginning of a calendar month, and the reason for the schedule change must be documented in the SWP3 (e g , end of "dry" season and beginning of "wet" season)

(b) Utility line installation, pipeline construction, and other examples of long, narrow, linear construction activities may provide inspection personnel with limited access to the areas described in Part III F 8 (a) above Inspection of these areas could require that vehicles compromise temporarily or even permanently stabilized areas, cause additional disturbance of soils, and increase the potential for erosion In these circumstances, controls must be inspected at least once every 14 calendar days and within 24 hours of the end of a storm event of 0 5 inches, but representative inspections may be performed For representative inspections, personnel must inspect controls along the construction site for 0 25 mile above and below each access point where a roadway, undisturbed right-of-way, or other similar feature intersects the construction site and allows access to the areas described in Part III F 8 (a) above The conditions of the controls along each inspected 0 25 mile portion may be considered as representative of the condition of controls along that reach extending from the end of the 0 25 mile portion to either the end of the next 0 25 mile inspected portion, or to the end of the project, whichever occurs first

As an alternative to the above-described inspection schedule of once every 14 calendar days and within 24 hours of a storm event of 0 5 inches or greater, the SWP3 may be developed to require that these inspections will occur at least once every seven (7) calendar days If this alternative schedule is developed, the inspection must occur on a specifically defined day, regardless of whether or not there has been a rainfall event since the previous inspection The inspections may occur on either schedule provided that the SWP3 reflects the current schedule and that any changes to the schedule are conducted in accordance with the following provisions the schedule may be changed a maximum of one time each month, the schedule change must be implemented at the beginning of a calendar month, and the reason for the schedule change must be documented in the SWP3 (e g end of "dry" season and beginning of "wet" season)

(c) In the event of flooding or other uncontrollable situations which prohibit access to the inspection sites, inspections must be conducted as soon as access is practicable

(d) The SWP3 must be modified based on the results of inspections, as necessary, to better control pollutants in runoff Revisions to the SWP3 must be completed within seven (7) calendar days following the inspection If existing BMPs are modified or if additional BMPs are necessary, an implementation schedule must be described in the SWP3 and wherever possible those changes implemented before the next storm event If implementation before the next anticipated storm event is impracticable, these changes must be implemented as soon as practicable.

(e) A report summarizing the scope of the inspection, the date(s) of the inspection, and major observations relating to the implementation of the SWP3 must be made and retained as part of the SWP3. Major observations should include The locations of discharges of sediment or other pollutants from the site, locations of BMPs that need to be maintained, locations of BMPs that failed to operate as designed or proved inadequate for a particular location, and locations where additional BMPs are needed.

Actions taken as a result of inspections must be described within, and retained as a part of, the SWP3 Reports must identify any incidents of non-compliance Where a report does not identify any incidents of non-compliance, the report must contain a certification that the facility or site is in compliance with the SWP3 and this permit The report must be signed by the person and in the manner required by 30 TAC § 305 128 (relating to Signatories to Reports)

The names and qualifications of personnel making the inspections for the permittee may be documented once in the SWP3 rather than being included in each report

8 The SWP3 must identify and ensure the implementation of appropriate pollution prevention measures for all eligible non-storm water components of the discharge, as listed in Part II A 3 of this permit.

9 The SWP3 must include the information required in Part III B of this general permit

Part IV. Storm Water Runoff from Concrete Batch Plants

Discharges of storm water runoff from concrete batch plants at regulated construction sites may be authorized under the provisions of this general permit provided that the following requirements are met for concrete batch plant(s) authorized under this permit If discharges of storm water runoff from concrete batch plants are not covered under this general permit, then discharges must be authorized under an alternative general permit or individual permit This permit does not authorize the discharge or land disposal of any wastewater from concrete batch plants at regulated construction sites. Authorization for these wastes must be obtained under an individual permit or an alternative general permit

Section A. Benchmark Sampling Requirements

1 Operators of concrete batch plants authorized under this general permit must sample the storm water runoff from the concrete batch plants according to the requirements of this

section of this general permit, and must conduct evaluations on the effectiveness of the SWP3 based on the following benchmark monitoring values

Benchmark Parameter	Benchmark Value	Sampling Frequency	Sample Type
Oil and Grease	15 mg/L	1/quarter (*1)(*2)	Grab (*3)
Total Suspended Solids	100 mg/L	1/quarter (*1)(*2)	Grab (*3)
pH	6 0 - 9 0 Standard Units	1/quarter (*1)(*2)	Grab (*3)
Total Iron	1 3 mg/L	1/quarter(*1)(*2)	Grab (*3)

(*1) When discharge occurs Sampling is required within the first 30 minutes of discharge. If it is not practicable to take the sample, or to complete the sampling, within the first 30 minutes, sampling must be completed within the first hour of discharge If sampling is not completed within the first 30 minutes of discharge, the reason must be documented and attached to all required reports and records of the sampling activity

(*2) Sampling must be conducted at least once during each of the following periods The first sample must be collected during the first full quarter that a storm water discharge occurs from a concrete batch plant authorized under this general permit

January through March
April through June
July through September
October through December

For projects lasting less than one full quarter, a minimum of one sample shall be collected. provided that a storm water discharge occurred at least once following submission of the NOI or following the date that automatic authorization was obtained under Section II E.2 , and prior to terminating coverage

(*3) A grab sample shall be collected from the storm water discharge resulting from a storm event that is at least 0 1 inches of measured precipitation that occurs at least 72 hours from the previously measurable storm event The sample shall be collected downstream of the concrete batch plant, and where the discharge exits any BMPs utilized to handle the runoff from the batch plant, prior to commingling with any other water authorized under this general permit

2 The permittee must compare the results of sample analyses to the benchmark values above, and must include this comparison in the overall assessment of the SWP3's effectiveness Analytical results that exceed a benchmark value are not a violation of this permit, as these values are not numeric effluent limitations Results of analyses are indicators that modifications of the SWP3 should be assessed and may be necessary to protect water quality The operator must investigate the cause for each exceedance and must document the results of this investigation in the SWP3 by the end of the quarter following the sampling event

The operator's investigation must identify the following

(a) any additional potential sources of pollution, such as spills that might have occurred,

(b) necessary revisions to good housekeeping measures that are part of the SWP3,

(c) additional BMPs, including a schedule to install or implement the BMPs, and

(d) other parts of the SWP3 that may require revisions in order to meet the goal of the benchmark values.

Background concentrations of specific pollutants may also be considered during the investigation If the operator is able to relate the cause of the exceedance to background concentrations, then subsequent exceedances of benchmark values for that pollutant may be resolved by referencing earlier findings in the SWP3 Background concentrations may be identified by laboratory analyses of samples of storm water runon to the permitted facility, by laboratory analyses of samples of storm water run-off from adjacent non-industrial areas, or by identifying the pollutant is a naturally occurring material in soils at the site.

Section B. Best Management Practices (BMPs) and SWP3 Requirements

Minimum Storm Water Pollution Prevention Plan (SWP3) Requirements – The following are required in addition to other SWP3 requirements listed in this general permit (including, but not limited to Part III F 7 of this permit)

1 Description of Potential Pollutant Sources - The SWP3 must provide a description of potential sources (activities and materials) that may reasonably be expected to affect the quality of storm water discharges associated with concrete batch plants authorized under this permit The SWP3 must describe practices that that will be used to reduce the pollutants in these discharges to assure compliance with this general permit, including the protection of water quality, and must ensure the implementation of these practices

The following must be developed, at a minimum, in support of developing this description·

(a) Drainage – The site map must include the following information

(1) the location of all outfalls for storm water discharges associated with concrete batch plants that are authorized under this permit,

(2) a depiction of the drainage area and the direction of flow to the outfall(s),

(3) structural controls used within the drainage area(s),

(4) the locations of the following areas associated with concrete batch plants that are exposed to precipitation vehicle and equipment maintenance activities (including fueling, repair, and storage areas for vehicles and equipment scheduled for maintenance); areas used for the treatment, storage, or disposal

of wastes, liquid storage tanks, material processing and storage areas, and loading and unloading areas, and

(5) the locations of the following any bag house or other dust control device(s), recycle/sedimentation pond, clarifier or other device used for the treatment of facility wastewater (including the areas that drain to the treatment device), areas with significant materials, and areas where major spills or leaks have occurred

(b) Inventory of Exposed Materials – A list of materials handled at the concrete batch plant that may be exposed to storm water and that have a potential to affect the quality of storm water discharges associated with concrete batch plants that are authorized under this general permit

(c) Spills and Leaks - A list of significant spills and leaks of toxic or hazardous pollutants that occurred in areas exposed to storm water and that drain to storm water outfalls associated with concrete batch plants authorized under this general permit must be developed, maintained, and updated

(d) Sampling Data - A summary of existing storm water discharge sampling data must be maintained, if available

2 Measures and Controls - The SWP3 must include a description of management controls to regulate pollutants identified in the SWP3's "Description of Potential Pollutant Sources" from Part IV B 1 (a) of this permit, and a schedule for implementation of the measures and controls This must include, at a minimum

(a) Good Housekeeping - Good housekeeping measures must be developed and implemented in the area(s) associated with concrete batch plants

(1) Operators must prevent or minimize the discharge of spilled cement, aggregate (including sand or gravel), settled dust, or other significant materials from paved portions of the site that are exposed to storm water Measures used to minimize the presence of these materials may include regular sweeping or other equivalent practices These practices must be conducted at a frequency that is determined based on consideration of the amount of industrial activity occurring in the area and frequency of precipitation, and shall occur at least once per week when cement or aggregate is being handled or otherwise processed in the area

(2) Operators must prevent the exposure of fine granular solids, such as cement, to storm water Where practicable, these materials must be stored in enclosed silos, hoppers or buildings, in covered areas, or under covering

(b) Spill Prevention and Response Procedures - Areas where potential spills that can contribute pollutants to storm water runoff, and the drainage areas from these locations, must be identified in the SWP3 Where appropriate, the SWP3 must specify material handling procedures, storage requirements, and use of equipment

Procedures for cleaning up spills must be identified in the SWP3 and made available to the appropriate personnel

(c) Inspections - Qualified facility personnel (i.e , a person or persons with knowledge of this general permit, the concrete batch plant, and the SWP3 related to the concrete batch plant(s) for the site) must be identified to inspect designated equipment and areas of the facility specified in the SWP3 The inspection frequency must be specified in the SWP3 based upon a consideration of the level of concrete production at the facility, but must be a minimum of once per month while the facility is in operation. The inspection must take place while the facility is in operation and must, at a minimum, include all areas that are exposed to storm water at the site, including material handling areas, above ground storage tanks, hoppers or silos, dust collection/containment systems, truck wash down and equipment cleaning areas. Follow-up procedures must be used to ensure that appropriate actions are taken in response to the inspections. Records of inspections must be maintained and be made readily available for inspection upon request

(d) Employee Training - An employee training program must be developed to educate personnel responsible for implementing any component of the SWP3, or personnel otherwise responsible for storm water pollution prevention, with the provisions of the SWP3 The frequency of training must be documented in the SWP3, and at a minimum, must consist of one training prior to the initiation of operation of the concrete batch plant

(e) Record Keeping and Internal Reporting Procedures - A description of spills and similar incidents, plus additional information that is obtained regarding the quality and quantity of storm water discharges, must be included in the SWP3 Inspection and maintenance activities must be documented and records of those inspection and maintenance activities must be incorporated in the SWP3.

(f) Management of Runoff - The SWP3 shall contain a narrative consideration for reducing the volume of runoff from concrete batch plants by diverting runoff or otherwise managing runoff, including use of infiltration, detention ponds, retention ponds, or reusing of runoff

3 Comprehensive Compliance Evaluation – At least once per year, one or more qualified personnel (i.e , a person or persons with knowledge of this general permit, the concrete batch plant, and the SWP3 related to the concrete batch plant(s) for the site) shall conduct a compliance evaluation of the plant The evaluation must include the following

(a) Visual examination of all areas draining storm water associated with regulated concrete batch plants for evidence of, or the potential for, pollutants entering the drainage system These include but are not limited to cleaning areas, material handling areas, above ground storage tanks, hoppers or silos, dust collection/containment systems, and truck wash down and equipment cleaning areas Measures implemented to reduce pollutants in runoff (including structural controls and implementation of management practices) must be evaluated to determine if they are effective and if they are implemented in accordance with the terms of this permit

and with the permittee's SWP3 The operator shall conduct a visual inspection of equipment needed to implement the SWP3, such as spill response equipment

(b) Based on the results of the evaluation, the following must be revised as appropriate within two weeks of the evaluation the description of potential pollutant sources identified in the SWP3 (as required in Part IV B 1 , "Description of Potential Pollutant Sources"), and pollution prevention measures and controls identified in the SWP3 (as required in Part IV B 2 , "Measures and Controls") The revisions may include a schedule for implementing the necessary changes

(c) The permittee shall prepare and include in the SWP3 a report summarizing the scope of the evaluation, the personnel making the evaluation, the date(s) of the evaluation, major observations relating to the implementation of the SWP3, and actions taken in response to the findings of the evaluation The report must identify any incidents of noncompliance Where the report does not identify incidences of noncompliance, the report must contain a statement that the evaluation did not identify any incidence(s), and the report must be signed according to 30 TAC Section 305 128, relating to Signatories to Reports

(d) The Comprehensive Compliance Evaluation may substitute for one of the required inspections delineated in Part IV B 2 (c) of this general permit

Section C. Prohibition of Wastewater Discharges

Wastewater discharges associated with concrete production including wastewater disposal by land application are not authorized under this general permit These wastewater discharges must be authorized under an alternative TCEQ water quality permit or otherwise disposed of in an authorized manner Discharges of concrete truck washout at construction sites may be authorized if conducted in accordance with the requirements of Part V of this general permit

Part V Concrete Truck Wash Out Requirements

This general permit authorizes the wash out of concrete trucks at construction sites regulated under Sections II E.1 , 2 , and 3 of this general permit, provided the following requirements are met Authorization is limited to the land disposal of wash out water from concrete trucks that are associated with off-site production facilities Wash out water associated with on-site concrete production facilities must be authorized under a separate TCEQ general permit or individual permit

1 Direct discharge of concrete truck wash out water to surface water in the state, including discharge to storm sewers, is prohibited by this general permit

2 Concrete truck wash out water shall be discharged to areas at the construction site where structural controls have been established to prevent direct discharge to surface waters, or to areas that have a minimal slope that allow infiltration and filtering of wash out water to prevent direct discharge to surface waters Structural controls may consist of temporary berms, temporary shallow pits, temporary storage tanks with slow rate release, or other reasonable measures to prevent runoff from the construction site

3 Wash out of concrete trucks during rainfall events shall be minimized The direct discharge

of concrete truck wash out water is prohibited at all times, and the operator shall insure that its BMPs are sufficient to prevent the discharge of concrete truck washout as the result of rain

4 The discharge of wash out water shall not cause or contribute to groundwater contamination

5 If a SWP3 is required to be implemented, the SWP3 shall include concrete wash out areas on the associated map

Part VI. Retention of Records

The permittee must retain the following records for a minimum period of three (3) years from the date that a NOT is submitted as required by Part II E 3 For activities in which an NOT is not required, records shall be retained for a minimum period of three (3) years from the date that the operator terminates coverage under Section II F 3 of this permit Records include:

1. A copy of the SWP3;

2 All reports and actions required by this permit, including a copy of the construction site notice,

3 All data used to complete the NOI, if an NOI is required for coverage under this general permit, and

4 All records of submittal of forms submitted to the operator of any MS4 receiving the discharge and to the secondary operator of a large construction site, if applicable

Part VII. Standard Permit Conditions

1 The permittee has a duty to comply with all permit conditions Failure to comply with any permit condition is a violation of the permit and statutes under which it was issued, and is grounds for enforcement action, for terminating coverage under this general permit, or for requiring a discharger to apply for and obtain an individual TPDES permit

2 Authorization under this general permit may be suspended or revoked for cause. Filing a notice of planned changes or anticipated non-compliance by the permittee does not stay any permit condition The permittee must furnish to the executive director, upon request and within a reasonable time, any information necessary for the executive director to determine whether cause exists for revoking, suspending, or terminating authorization under this permit Additionally, the permittee must provide to the executive director, upon request, copies of all records that the permittee is required to maintain as a condition of this general permit

3 It is not a defense for a discharger in an enforcement action that it would have been necessary to halt or reduce the permitted activity to maintain compliance with the permit conditions

4 Inspection and entry shall be allowed under Texas Water Code Chapters 26-28, Texas Health and Safety Code §§361 032-361 033 and 361 037, and 40 Code of Federal Regulations (CFR) §122 41(i) The statement in Texas Water Code §26.014 that commission entry of a facility shall occur according to an establishment's rules and regulations concerning safety, internal security, and

fire protection is not grounds for denial or restriction of entry to any part of the facility or site, but merely describes the commission's duty to observe appropriate rules and regulations during an inspection

5 The discharger is subject to administrative, civil, and criminal penalties, as applicable, under Texas Water Code §§26.136, 26 212, and 26 213 for violations including but not limited to the following

a negligently or knowingly violating the federal Clean Water Act (CWA), §§301, 302, 306, 307, 308, 318, or 405, or any condition or limitation implementing any sections in a permit issued under CWA, §402, or any requirement imposed in a pretreatment program approved under CWA, §§402(a)(3) or 402(b)(8),

b knowingly making any false statement, representation, or certification in any record or other document submitted or required to be maintained under a permit, including monitoring reports or reports of compliance or noncompliance

6 All reports and other information requested by the executive director must be signed by the person and in the manner required by 30 TAC §305 128 (relating to Signatories to Reports)

7 Authorization under this general permit does not convey property or water rights of any sort and does not grant any exclusive privilege

Part VIII. Fees

1 A fee of must be submitted along with the NOI

a $325 if submitting a paper NOI, or
b $225 if submitting a NOI electronically

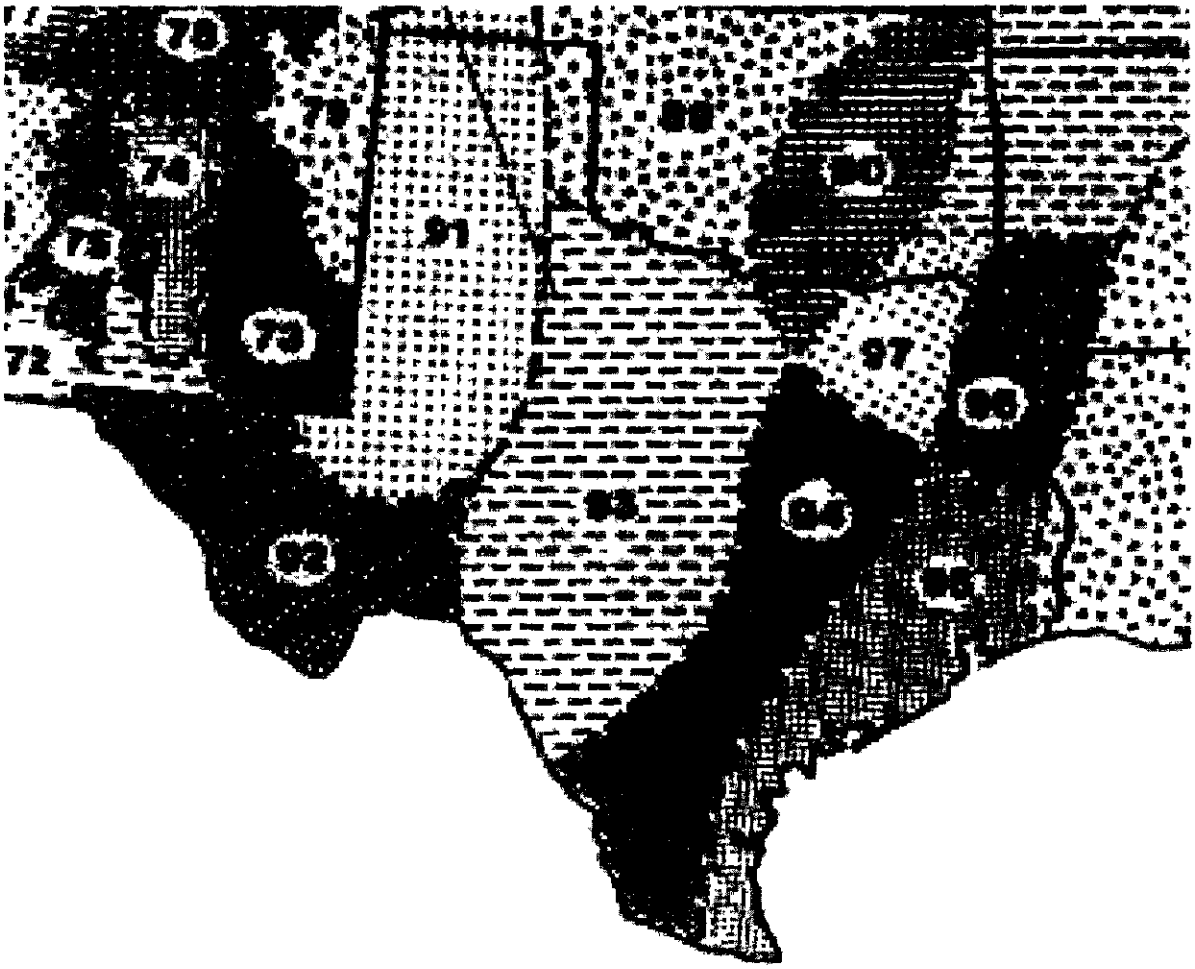
2 Fees are due upon submission of the NOI An NOI will not be declared administratively complete unless the associated fee has been paid in full

3 No separate annual fees will be assessed The Water Quality Annual fee has been incorporated into the NOI fees as described above

Appendix A: Automatic Authorization
Periods of Low Erosion Potential by County – Eligible Date Ranges

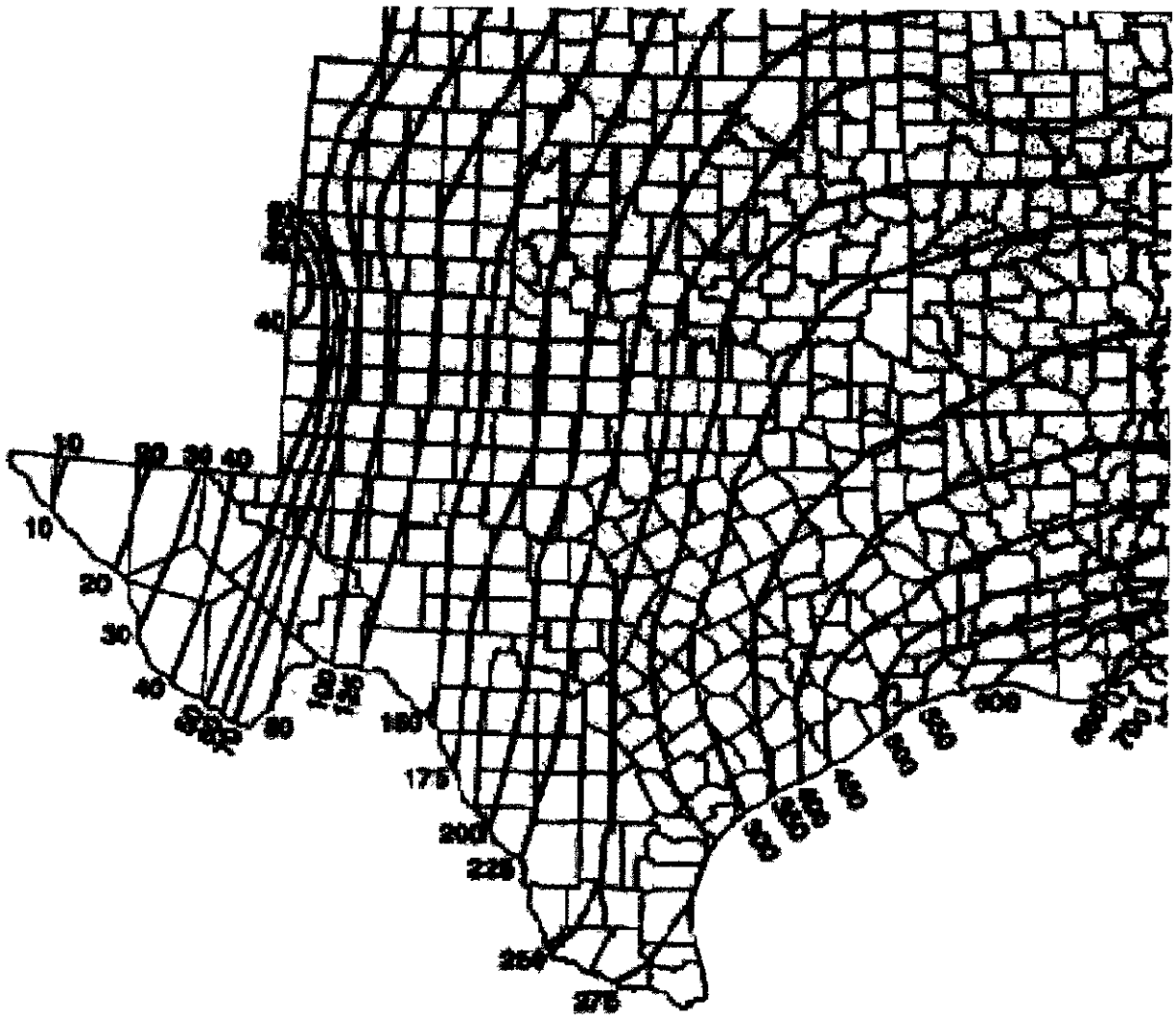
Andrews Nov 15 - Apr 30
Archer Dec 15 - Feb 14
Armstrong Nov 15 - Apr 30
Bailey Nov 1 - Apr 30, or Nov 15 - May 14
Baylor Dec 15 - Feb 14
Borden Nov 15 - Apr 30
Brewster Nov 15 - Apr 30
Briscoe Nov 15 - Apr 30
Brown Dec 15 - Feb 14
Callahan Dec 15 - Feb 14
Carson Nov 15 - Apr 30
Castro Nov 15 - Apr 30
Childress Dec 15 - Feb 14
Cochran Nov 1 - Apr 30, or Nov 15 - May 14
Coke Dec 15 - Feb 14
Coleman Dec 15 - Feb 14
Collingsworth: Jan 1 - Mar 30, or Dec. 1 - Feb 28
Concho. Dec 15 - Feb 14
Cottle Dec 15 - Feb 14
Crane Nov 15 - Apr 30
Crockett Nov 15 - Jan 14, or Feb 1 - Mar 30
Crosby· Nov 15 - Apr 30
Culberson Nov 1 - May 14
Dallam Nov 1 - Apr 14, or Nov 15 - Apr 30
Dawson Nov 15 - Apr 30
Deaf Smith Nov 15 - Apr 30
Dickens Nov 15 - Jan 14, or Feb 1 - Mar 30
Dimmit Dec 15 - Feb 14
Donley Jan 1 - Mar 30, or Dec 1 - Feb 28
Eastland Dec 15 - Feb 14
Ector Nov 15 - Apr 30
Edwards Dec 15 - Feb 14
El Paso Jan 1 - Jul 14, or May 15 - Jul 31, or Jun 1 - Aug 14, or Jun 15 - Sept 14, or Jul 1 - Oct 14, or Jul 15 - Oct 31, or Aug 1 - Apr 30, or Aug 15 - May 14, or Sept 1 - May 30, or Oct 1 - Jun 14, or Nov 1 - Jun 30, or Nov 15 - Jul 14
Fisher Dec 15 - Feb 14
Floyd Nov 15 - Apr 30
Foard Dec 15 - Feb 14
Gaines Nov 15 - Apr 30
Garza Nov 15 - Apr 30
Glasscock Nov 15 - Apr 30
Hale Nov 15 - Apr 30
Hall Feb 1 - Mar 30
Hansford Nov 15 - Apr 30
Hardeman Dec 15 - Feb 14
Hartley Nov 15 - Apr 30
Haskell Dec 15 - Feb 14
Hockley Nov 1 - Apr 14, or Nov 15 - Apr 30
Howard Nov 15 - Apr 30
Hudspeth Nov 1 - May 14
Hutchinson Nov 15 - Apr 30
Irion Dec 15 - Feb 14
Jeff Davis Nov 1 - Apr 30 or Nov 15 - May 14
Jones Dec 15 - Feb 14
Kent Nov 15 - Jan 14 or Feb 1 - Mar 30
Kerr Dec 15 - Feb 14
Kimble Dec 15 - Feb 14
King Dec 15 - Feb 14
Kinney Dec 15 - Feb 14
Knox Dec 15 - Feb 14
Lamb Nov 1 - Apr 14, or Nov 15 - Apr 30
Loving Nov 1 - Apr 30, or Nov 15 - May 14
Lubbock Nov 15 - Apr 30
Lynn Nov 15 - Apr 30
Martin Nov. 15 - Apr 30
Mason Dec 15 - Feb 14
Maverick Dec 15 - Feb 14
McCulloch Dec 15 - Feb 14
Menard Dec. 15 - Feb 14
Midland Nov 15 - Apr. 30
Mitchell Nov 15 - Apr 30
Moore Nov 15 - Apr 30
Motley Nov 15 - Jan 14, or Feb 1 - Mar 30
Nolan Dec 15 - Feb 14
Oldham Nov 15 - Apr 30
Parmer Nov 1 - Apr 14, or Nov 15 - Apr 30
Pecos Nov 15 - Apr 30
Potter Nov 15 - Apr 30
Presidio Nov 1 - Apr 30, or Nov 15 - May 14
Randall Nov 15 - Apr 30
Reagan Nov 15 - Apr 30
Real Dec 15 - Feb 14
Reeves Nov 1 - Apr 30, or Nov 15 - May 14
Runnels Dec 15 - Feb 14
Schleicher Dec 15 - Feb 14
Scurry Nov 15 - Apr 30
Shackelford Dec 15 - Feb 14
Sherman Nov 15 - Apr 30
Stephens Dec 15 - Feb 14
Sterling Nov 15 - Apr 30
Stonewall Dec 15 - Feb 14
Sutton Dec 15 - Feb 14
Swisher Nov 15 - Apr 30
Taylor Dec 15 - Feb 14
Terrell Nov 15 - Apr 30
Terry Nov 15 - Apr 30
Throckmorton Dec 15 - Feb 14
Tom Green Dec 15 - Feb 14
Upton Nov 15 - Apr 30
Uvalde Dec 15 - Feb 14
Val Verde Nov 15 - Jan 14, or Feb 1 - Mar 30
Ward Nov 1 - Apr 14, or Nov 15 - Apr 30
Wichita Dec 15 - Feb 14
Wilbarger Dec 15 - Feb 14
Winkler Nov 1 - Apr 30, or Nov 15 - May 14
Yoakum Nov 1 - Apr 30, or Nov 15 - May 14
Young Dec 15 - Feb 14
Wheeler Jan 1 - Mar 30 or Dec 1 - Feb 28
Zavala Dec 15 - Feb 14

Appendix B:
Erosivity Index (EI) Zones in Texas



Adapted from Chapter 2 of USDA Agriculture Handbook 703 Predicting Soil Erosion by Water A Guide to Conservation Planning With the Revised Universal Soil Loss Equation (RUSLE), U S Department of Agriculture Agricultural Research Service

Appendix C: Isoerodent Map



Adapted from Chapter 2 of USDA Agriculture Handbook 703 "Predicting Soil Erosion by Water A Guide to Conservation Planning With the Revised Universal Soil Loss Equation (RUSLE)," U S Department of Agriculture, Agricultural Research Service

Appendix D Erosivity Indices for EI Zones in Texas

Periods:

EI#.	1/1	1/15	2/1	2/15	3/1	3/15	4/1	4/15	5/1	5/15	6/1	6/15	7/1	7/15	8/1	8/15	9/1	9/15	10/1	10/15	11/1	11/15	12/1	12/15
89	0	0	1	1	2	3	4	7	12	18	27	38	48	55	62	69	76	83	90	94	97	98	99	100
90	0	1	2	3	4	6	8	13	21	29	37	46	54	60	65	69	74	81	87	92	95	97	98	99
91	0	0	0	0	1	1	1	2	6	16	29	39	46	53	60	67	74	81	88	95	99	99	100	100
92	0	0	0	0	1	1	1	2	6	16	29	39	46	53	60	67	74	81	88	95	99	99	100	100
93	0	1	1	2	3	4	6	8	13	25	40	49	56	62	67	72	76	80	85	91	97	98	99	99
94	0	1	2	4	6	8	10	15	21	29	38	47	53	57	61	65	70	76	83	88	91	94	96	98
95	0	1	3	5	7	9	11	14	18	27	35	41	46	51	57	62	68	73	79	84	89	93	96	98
96	0	2	4	6	9	12	17	23	30	37	43	49	54	58	62	66	70	74	78	82	86	90	94	97
97	0	1	3	5	7	10	14	20	28	37	48	56	61	64	68	72	77	81	86	89	92	95	98	99
106	0	3	6	9	13	17	21	27	33	38	44	49	55	61	67	71	75	78	81	84	86	90	94	97

* Each period begins on the date listed in the table above and lasts until the day before the following period The final period begins on December 15 and ends on December 31

Table adapted from Chapter 2 of USDA Agriculture Handbook 703 'Predicting Soil Erosion by Water A Guide to Conservation Planning With the Revised Universal Soil Loss Equation (RUSLE)," U S Department of Agriculture Agricultural Research Service

Attachment 1

SMALL CONSTRUCTION SITE NOTICE: LOW POTENTIAL FOR EROSION

FOR THE
Texas Commission on Environmental Quality (TCEQ)
Storm Water Program

TPDES GENERAL PERMIT TXR150000

The following information is posted in compliance with **Part II.E.1.** of the TCEQ General Permit Number TXR150000 for discharges of storm water runoff from small construction sites automatically authorized based on low rainfall erosivity Additional information regarding the TCEQ storm water permit program may be found on the internet at.
http://www.tceq.state.tx.us/nav/permits/wq_construction.html

Operator Name	
Contact Name and Phone Number·	
Project Description (Physical address or description of the site's location, estimated start date and projected end date, or date that disturbed soils will be stabilized)	

For Small Construction Sites Authorized Under Part II E 1 , the following certification must be completed

I _____ (Typed or Printed Name Person Completing This Certification) certify under penalty of law that I have read and understand the eligibility requirements for claiming an automatic authorization based on low rainfall erosivity under Part II E 1 of TPDES General Permit TXR150000 and agree to comply with the terms of this permit Construction activities at this site shall occur within a time period listed in Appendix A of the TPDES general permit for this county, that period beginning on _____and ending on _____ I understand that if construction activities continue past this period, all storm water runoff must be authorized under a separate provision of the general permit A copy of this signed notice is supplied to the operator of the MS4 if discharges enter an MS4 I am aware there are significant penalties for providing false information or for conducting unauthorized discharges, including the possibility of fine and imprisonment for knowing violations

Signature and Title _____ Date_____

_____ _____*Date Notice Removed*
_____*MS4 operator notified per Part II F 3*

SMALL CONSTRUCTION SITE NOTICE

FOR THE
Texas Commission on Environmental Quality (TCEQ)
Storm Water Program

TPDES GENERAL PERMIT TXR150000

The following information is posted in compliance with **Part II.E.2.** of the TCEQ General Permit Number TXR150000 for discharges of storm water runoff from small construction sites. Additional information regarding the TCEQ storm water permit program may be found on the internet at http://www tceq state tx.us/nav/permits/wq_construction.html

Operator Name	
Contact Name and Phone Number	
Project Description *Physical address or description of the site's location, estimated start date and projected end date, or date that disturbed soils will be stabilized*	
Location of Storm Water Pollution Prevention Plan	

For Small Construction Activities Authorized Under Part II E 2 (Obtaining Authorization to Discharge) the following certification must be completed

I _____ (Typed or Printed Name Person Completing This Certification) certify under penalty of law that I have read and understand the eligibility requirements for claiming an authorization under Part II D 2 of TPDES General Permit TXR150000 and agree to comply with the terms of this permit A storm water pollution prevention plan has been developed and will be implemented prior to construction, according to permit requirements A copy of this signed notice is supplied to the operator of the MS4 if discharges enter an MS4 I am aware there are significant penalties for providing false information or for conducting unauthorized discharges, including the possibility of fine and imprisonment for knowing violations

Signature and Title_____ Date _____

_____ *Date Notice Removed*
____ *MS4 operator notified per Part II F 3*

Attachment 3

LARGE CONSTRUCTION SITE NOTICE

FOR THE
Texas Commission on Environmental Quality (TCEQ)
Storm Water Program

TPDES GENERAL PERMIT TXR150000

"SECONDARY OPERATOR" NOTICE

This notice applies to secondary operators of construction sites operating under Part II E 3 of the TPDES General Permit Number TXR150000 for discharges of storm water runoff from construction sites equal to or greater than five acres, including the larger common plan of development. The information on this notice is required in Part III E 2 of the general permit Additional information regarding the TCEQ storm water permit program may be found on the internet at· http //www tceq.state.tx us/nav/permits/sw_permits html

Site-Specific TPDES Authorization Number·	
Operator Name	
Contact Name and Phone Number.	
Project Description *Physical address or description of the site's location, and estimated start date and projected end date, or date that disturbed soils will be stabilized*	
Location of Storm Water Pollution Prevention Plan (SWP3)	

For Large Construction Activities Authorized Under Part II E 3 (Obtaining Authorization to Discharge) the following certification must be completed.

I _____ (Typed or Printed Name Person Completing This Certification) certify under penalty of law that I have read and understand the eligibility requirements for claiming an authorization under Part II E 2 of TPDES General Permit TXR150000 and agree to comply with the terms of this permit A storm water pollution prevention plan has been developed and will be implemented prior to construction, according to permit requirements A copy of this signed notice is supplied to the operator of the MS4 if discharges enter an MS4 I am aware there are significant penalties for providing false information or for conducting unauthorized discharges, including the possibility of fine and imprisonment for knowing violations

Signature and Title_____ Date _____

_____*Date Notice Removed*
____*MS4 operator notified per Part II F 3*

Attachment 4

LARGE CONSTRUCTION SITE NOTICE

FOR THE
Texas Commission on Environmental Quality (TCEQ)
Storm Water Program

TPDES GENERAL PERMIT TXR150000

"PRIMARY OPERATOR" NOTICE

This notice applies to construction sites operating under Part II E 3 of the TPDES General Permit Number TXR150000 for discharges of storm water runoff from construction sites equal to or greater than five acres, including the larger common plan of development The information on this notice is required in Part III E.2 of the general permit This notice shall be posted along with a copy of the signed Notice of Intent (NOI), as applicable Additional information regarding the TCEQ storm water permit program may be found on the internet at http //www tceq state tx us/nav/permits/sw_permits html

Site-Specific TPDES Authorization Number	
Operator Name	
Contact Name and Phone Number	
Project Description *Physical address or description of the site's location, and estimated start date and projected end date, or date that disturbed soils will be stabilized*	
Location of Storm Water Pollution Prevention Plan	

EXHIBIT K
Best Management Practices

EXHIBIT K

Product Specific Practices

The following product specific practices will be followed onsite

Petroleum Products

All onsite vehicles will be monitored for leaks and receive regular preventive maintenance to reduce the chance of leakage Petroleum products will be stored in tightly sealed containers which are clearly labeled Any asphalt substances used onsite will be applied according to the manufacturer's recommendations

Fertilizers

Fertilizers used will be applied only in the minimum amounts recommended by the manufacturer Once applied, fertilizer will be worked in the soil to limit exposure to storm water Storage will be in a covered shed The contents of any partially used bags of fertilizer will be transferred to a sealable plastic bin to avoid spills

Paints

All containers will be tightly sealed and stored when not required for use Excess paint will not be discharged to the storm water system but will be properly disposed of according to manufacturers' instructions or State and local regulations

Concrete Trucks

Concrete trucks will not be allowed to wash out or discharge surplus concrete or drum wash water on the site

Spill Prevention Practices

In addition to the good housekeeping and material management practices discussed in the previous sections of this plan, the following practices will be followed for spill prevention and cleanup

- Manufacturers' recommended methods for spill cleanup will be clearly posted and site personnel will be made aware of the procedures and the location of the information and cleanup supplies
- Materials and equipment necessary for spill cleanup will be kept in the material storage area onsite Equipment and materials will include but not be limited to brooms, dust pans, mops, rags, gloves, goggles, kitty litter, sand, sawdust, and plastic and metal trash containers specifically for this purpose
- All spills will be cleaned up immediately after discovery
- The spill area will be kept well ventilated and personnel will wear appropriate protective clothing to prevent injury from contact with a hazardous substance
- Spills of toxic or hazardous material will be reported to the appropriate State or local government agency, regardless of the size
- The spill prevention plan will be adjusted to include measures to prevent this type of spill from reoccurring and how to clean up the spill if there is another one A description of the spill, what caused it, and the cleanup measures will also be included
- Mr Doe, the site superintendent responsible for the day-to-day site operations, will be the spill prevention and cleanup coordinator He will designate at least three other site personnel who will receive spill prevention and cleanup training These individuals will each become responsible for a particular phase of prevention and cleanup The names of responsible spill will be posted in the material storage area and in the office trailer onsite

AGENDA ITEM #15

THE COUNTY OF GALVESTON

RUFUS CROWDER, CPPB
PURCHASING AGENT

GWEN MCLAREN, CPPB
ASST PURCHASING AGENT

COUNTY COURTHOUSE
722 Moody (21st Street)
Fifth (5th) Floor
Galveston, Texas 77550
(409) 770-5371

September 7, 2011

Honorable County Judge
And Commissioners' Court
County Courthouse
Galveston, Texas

Re Purchase of data domain items for continuity of equipment and expiration dates for the Information Technology Department

Gentlemen,

It is requested that the Commissioners' Court grant an exemption from the competitive bidding requirements as outlined in Local Government Code, Section 262 023, Competitive Requirements for Certain Purchases, to procure data domain items for continuity of equipment and expiration dates for the Information Technology Department through the Department of Information Resources (DIR) As always, the DIR utilizes its ability to deliver quality information resources commodities and services at the lowest prices and best value for state and local government entities

The vendor of choice is Unique Digital Technology, Inc, dba Unique Digital, Inc , who also provided the lowest quote for the requested items

Your consideration in this matter will be greatly appreciated

Respectfully submitted,

Rufus G Crowder, CPPB
Purchasing Agent
County of Galveston

Attachment

McCullough, Darla

From Dyer, Vicki
Sent: Wednesday, August 31, 2011 2 30 PM
To: McCullough, Darla
Subject. FW CR111265 UNIQUE DIGITAL TECH

Fyi below

Vicki Dyer CPPC
Purchasing Senior Buyer
County of Galveston
Ph (409)770 5417
Fx (409)621 7991
Email Vicki.Dyer@co galveston tx us

From: Powell, Rob
Sent: Wednesday, August 31, 2011 2:28 PM
To: Crowder, Rufus
Cc: Allen, JJ; Dyer, Vicki
Subject: FW: CR111265 UNIQUE DIGITAL TECH

Rufus,

Please request from Commissioners Court allowance to utilize the DIR contract to purchase the below listed items from Unique Digital Technology It is important for IT to keep these maintenance items with a single vendor for ease of maintaining the system For example we could lose time having different vendors pointing fingers as to who does what and requiring IT to coordinate service delivery among the various vendors Also Unique Digital Technology is the lowest bidder

Thanks, Rob

From: Dyer, Vicki
Sent: Wednesday, August 31, 2011 10·09 AM
To: Powell, Rob
Cc: Allen, JJ
Subject: CR111265 UNIQUE DIGITAL TECH

Rob,
Because this purchase is over $50,000.00 , Rufus needs a request from you to ask Commissioners Court to use the DIR contract in lue of the bid process for next week and why We have 3 quotes attached to this CR# but this is the lowest quote from Unique Digital Technology
Thanks

PR: PO Status: Sec Cd 1591 Aprv

Vendor | RemitTo | ShipTo | BillTo | Reqst'd | Aprv'd | Printed | Details | Blanket/Dates | Req. Co

703255 Addr PA

UNIQUE DIGITAL TECHNOLOGY INC
DBA UNIQUE DIGITAL INC
10595 WESTOFFICE DR

HOUSTON TX 77042

By LMICHAELS XT.623
Date 08/29/2011

PO Total $54,750.00

Confirm
Account
Bid #
Contract # DIR-SDD-1418
End Use
Buyer DYER_V

Items | Association Codes | Notes

Item Num	Quantity	Units	Description	Amount	Fully Qualified Acco
0001	1	EA	DATA DOMAIN- DD670-12TB DD670 S	38,500.00	1101159100-54
0002	1	EA	DATA DOMAIN- L-REP-670 DD670 RE	5,500.00	1101159100-54
0003	1	EA	DATA DOMAIN- M-ENHHWDD-01 EMC 5	5,250.00	1101159100-54
0004	1	EA	DATA DOMAIN- M-ENHSWDD-01 EMC 5	1,500.00	1101159100-54
0005	1	EA	INSTALLATION- UDI-INST UNIQUE D	4,000.00	1101159100-54
[illegible]	[illegible]			0.00	

Vicki Dyer CPPB
Purchasing Senior Buyer
County of Galveston
Ph (409)770-5411
Fx (409)621-7991
Email Vicki.Dyer@co.galveston.tx.us

AGENDA ITEM #16

Galveston County, Texas
Consideration of Budget Amendments for
Tuesday, September 13, 2011
As Submitted by the Budget Officer

Fiscal Year	Amendment #	Description
2011	11-140-0913-E	**Mosquito Control** - Budget request for two exemptions to the hiring freeze and one exemption to the four pay period vacancy requirement – Spray Operator- Position #4111000011 and Seasonal Spray Operator – Position #41110000503.
2011	11-141-0913-F	**District Clerk** - Budget request for five exemptions to the hiring freeze and three exemptions to the four pay period vacancy requirement – Temporary Help – Court Clerks (4) and Deputy District Clerk (1).
2012	12-003-0913-A	**County Clerk** – Budget request for a position reclassification for FY2012 – Records Project Manager – Position #1140200006.
2011	11-136-0913-A	**Justice Administration –** Budget request for additional funds to cover court appointed attorney's fees through the end of FY2011.
2011	11-137-0913-B	**Unlimited Tax Road Bonds, Series 2009A –** Budget request to recognize Clear Lake Shores revenues and to appropriate funds for the Hansen Road Project.

2011 **11-138-0913-C** **Sheriff's Office –** Request to budget monthly Career Ladder and Certification Pay increases for Sheriff's Office positions – August 2011

Approved by _____ Date: 9/8/2011

Mel Trammell, Director of
Finance and Administration

AGENDA ITEM #16a(2011)

COUNTY OF GALVESTON

REQUEST FOR BUDGET AMENDMENT/TRANSFER

Department	Justice Administration	Amendment No 11-136-0913-A
Date Submitted	August 31, 2011	(Assigned by Budget Office)

COMMISSIONER'S COURT ACTION:
Please complete the following form in its entirety and submit to the Budget Office at least eleven (11) days prior to the first regularly scheduled Tuesday Commissioners Court meeting date each month Emergency amendments will be processed at the earliest available Court meeting date If information on this form is incomplete, the amendment will be returned to your office for completion It is suggested that the department requesting the amendment be present on the date of its submittal to the Court for action

THIS PORTION MUST BE FILLED OUT

GENERAL EXPLANATION.

Budget request for additional funds to cover attorney's fees through the end of the fiscal year

This budget amendment does increase the budget for FY 2011

Transfer FROM	Account Description	Amount Annualized	*Auditor Use Only* Acct Balance Sufficient? (Y/N)
Acct No General Fund 1101-920180-5930000	Line Item Budgeted Reserves	100,000	___
TOTAL - Transfer Amount		$100,000	

Transfer TO	Account Description	Amount Annualized	*Auditor Use Only* Acct Balance Sufficient? (Y/N)
Acct No General Fund 1101-121000-5431230	Line Item Court Appointed District Court Attorneys	100,000	___
TOTAL - Transfer Amount		$100,000	

ADDITIONAL COMMENTS

This budget amendment is requested by Justice Administration The line item "Court Appointed Attorneys - District Court" has exceeded the 2011 adopted budget In order to balance the 2011 budget, this line item was cut by $200,000 The Justice Administration Department is requesting additional funds in order to cover expenditures through the end of the FY2011
This budget amendment also decreases the reserve for indigent defense Fund by $100,000

Category - Other Services and Charges	
2011 Adopted Budgeted	$2,378,600
2011 Expenditures and Encumbrances to-date	$2,378,064
Expenditures through the end of the fiscal year	$100,000
Budget Request	($99,464)

Upon approval, the balance in the reserve for indigent defense will be $1,292,394
Upon approval, the balance in the budgeted reserves will be $14,318,352

Departmental Authorization _____ Date _____

Human Resources Department N/A Date _____

Budget Office Authorization _____ Date 9/8/2011

AUDITOR'S REVIEW

This budget amendment has been reviewed for validity of accounts and sufficiency of account balances used for budget transfer

Reviewed by _____ Date _____

Auditor's Remarks

COMMISSIONERS COURT APPROVAL

Date Submitted _____ Date Approved 9/13/11

COUNTY OF GALVESTON

REQUEST FOR BUDGET AMENDMENT/TRANSFER

Department:	Justice Administration	Amendment No. 11-138-0913-A
Date Submitted:	August 31, 2011	(Assigned by Budget Office)

COMMISSIONER'S COURT ACTION.

Please complete the following form in its entirety and submit to the Budget Office at least eleven (11) days prior to the first regularly scheduled Tuesday Commissioners Court meeting date each month. Emergency amendments will be processed at the earliest available Court meeting date. If information on this form is incomplete, the amendment will be returned to your office for completion. It is suggested that the department requesting the amendment be present on the date of its submittal to the Court for action

THIS PORTION MUST BE FILLED OUT

GENERAL EXPLANATION

Budget request for additional funds to cover attorney's fees through the end of the fiscal year

This budget amendment does increase the budget for FY 2011.

Transfer FROM	Account Description	Amount Annualized	*Auditor Use Only* Acct Balance Sufficient? (Y/N)
Acct. No. General Fund 1101-920180-5930000	Line Item Budgeted Reserves	100,000	—
TOTAL - Transfer Amount		$100,000	

Transfer TO	Account Description	Amount Annualized	*Auditor Use Only* Acct Balance Sufficient? (Y/N)
Acct. No General Fund 1101-121000-5431230	Line Item: Court Appointed District Court Attorneys	100,000	—
TOTAL - Transfer Amount		$100,000	

ADDITIONAL COMMENTS:

This budget amendment is requested by Justice Administration. The line item "Court Appointed Attorneys - District Court" has exceeded the 2011 adopted budget in order to balance the 2011 budget, this line item was cut by $200,000. The Justice Administration Department is requesting additional funds in order to cover expenditures through the end of the FY2011 This budget amendment also decreases the reserve for indigent defense Fund by $100,000.

Category - Other Services and Charges	
2011 Adopted Budgeted	$2,378,600
2011 Expenditures and Encumbrances to-date	$2,378,064
Expenditures through the end of the fiscal year	$100,000
Budget Request	($99,464)

Upon approval, the balance in the reserve for indigent defense will be $1,292,394.

Upon approval, the balance in the budgeted reserves will be $14,318,352.

9/12/2011

Departmental Authorization Date

N/A Date

Human Resources Department

Budget Office Authorization Date

AUDITOR'S REVIEW

This budget amendment has been reviewed for validity of accounts and sufficiency of account balances used for budget transfer.

Reviewed by _____ Date: _____

Auditor's Remarks

COMMISSIONERS COURT APPROVAL

Date Submitted _____ Date Approved _____

AGENDA ITEM #16a(2012)

COUNTY OF GALVESTON

REQUEST FOR BUDGET AMENDMENT/TRANSFER

Department:	County Clerk	Amendment No 12-003-0913-A
Date Submitted	September 7, 2011	(Assigned by Budget Office)

COMMISSIONER'S COURT ACTION·

Please complete the following form in its entirety and submit to the Budget Office at least eleven (11) days prior to the first regularly scheduled Tuesday Commissioners Court meeting date each month. Emergency amendments will be processed at the earliest available Court meeting date. If information on this form is incomplete, the amendment will be returned to your office for completion. It is suggested that the department requesting the amendment be present on the date of its submittal to the Court for action

THIS PORTION MUST BE FILLED OUT

GENERAL EXPLANATION:

Budget request for reclassification of a position in the County Clerk's Office - Records Management Division

This budget amendment does increase the budget for FY 2012

Transfer FROM	Account Description	Amount Annualized	*Auditor Use Only* Acct Balance Sufficient? (Y/N)
Acct No County Clerk Records Management and Preservation Fund	Line Item		—
2102-920180-5930000	Budgeted Fund Balance	10,300	
TOTAL - Transfer Amount		$ 10,300	

Transfer TO	Account Description	Amount Annualized	*Auditor Use Only* Acct Balance Sufficient? (Y/N)
Acct No County Clerk Records Management and Preservation Fund	Line Item·		—
2102-114020-5100000	Salaries (Position #6)	8,700	
2102-114020-5152102	Medicare FICA Payments	100	
2102-114020-5153000	Pension	800	
2102-114020-5154000	Alternate Plan	700	
TOTAL - Transfer Amount		$ 10,300	

ADDITIONAL COMMENTS

This is a request to reclassify position # 1140200006 in the County Clerk's Office.

Dept.	Position #	Grade From-To	Budgeted Salary	Proposed Budgeted Salary	Annualized Increase or (Decrease)	Net Change Current Fiscal Year	Current Salary Paid
County Clerk	6	15A - 17F	$ 34,867	$43,544	$8,677	8,677	$34,867
Old Title Records Project Manager							
New Title Assistant Imaging System Administrator							
			Benefits			1,600	
			Net Change			$ 10,277	

Dwight D. Sullivan
by Brandy Chapman 9/8/11
Departmental Authorization Date

Jan Prince 9-8-2011 Date
Human Resources Department

[signature] 9/8/2011
Budget Office Authorization Date

AUDITOR'S REVIEW

This budget amendment has been reviewed for validity of accounts and sufficiency of account balances used for budget transfer

Reviewed by _____ Date _____

Auditor's Remarks

COMMISSIONERS COURT APPROVAL

Date Submitted _____ Date Approved 9/13/11

AGENDA ITEM #16b

COUNTY OF GALVESTON

REQUEST FOR BUDGET AMENDMENT/TRANSFER

Department	Engineering	Amendment No 11-137-0913-B
Date Submitted	September 6, 2011	(Assigned by Budget Office)

COMMISSIONER'S COURT ACTION

Please complete the following form in its entirety and submit to the Budget Office at least eleven (11) days prior to the first regularly scheduled Tuesday Commissioners Court meeting date each month. Emergency amendments will be processed at the earliest available Court meeting date If information on this form is incomplete, the amendment will be returned to your office for completion It is suggested that the department requesting the amendment be present on the date of its submittal to the Court for action

THIS PORTION MUST BE FILLED OUT

GENERAL EXPLANATION

Budget request for recognition of revenue from the city of Clear Lake Shores and appropriate funds for Hansen Road Project,

This budget amendment does increase the budget for FY 2011

Transfer FROM	Account Description	Amount Annualized	*Auditor Use Only* Acct Balance Sufficient? (Y/N)
Acct No Unlimited Tax Road Bonds, Series 2009A 3312-000000-4900015	Line Item Proceeds for the Hansen Road Project	90,200	----
TOTAL - Transfer Amount		$90,200	

Transfer TO	Account Description	Amount Annualized	*Auditor Use Only* Acct Balance Sufficient? (Y/N)
Acct No Unlimited Tax Road Bonds, Series 2009A 3312-312111-5731125	Line Item Hansen Road	90,200	----
TOTAL - Transfer Amount		$90,200	

ADDITIONAL COMMENTS

This budget amendment is requested by the Engineering Department A check has been received from the city of Clear Lake Shores for their share of the Hansen Road project in the amount of $90,200

The lowest bid for this project is for $364,200 (R W Lucas Construction, LLC) This bid is good until September 28, 2011

Hansen Road Project

Road Bond Funds	$400,000
2011 Expenditures and Encumbrances to-date	$125,150
Expenditures through the end of the fiscal year	$364,200
Budget Request	($89,350)

Mike Fitzgerald 9-7-11
Departmental Authorization Date

N/A Date
Human Resources Department

9/8/2011
Budget Office Authorization Date

AUDITOR'S REVIEW

This budget amendment has been reviewed for validity of accounts and sufficiency of account balances used for budget transfer

Reviewed by _____ Date _____

Auditor's Remarks

COMMISSIONERS COURT APPROVAL

Date Submitted _____ Date Approved 9/13/11

AGENDA ITEM #16c

COUNTY OF GALVESTON
REQUEST FOR BUDGET AMENDMENT/TRANSFER

Department	Galveston County Sheriff Office-Fund 1101	Amendment No 11-138-0913-C
Date Submitted	September 6, 2011	(Assigned by Budget Office)

COMMISSIONER'S COURT ACTION
Please complete the following form in its entirety and submit to the Budget Office at least eleven (11) days prior to the first regularly scheduled Tuesday Commissioners Court meeting date each month Emergency amendments will be processed at the earliest available Court meeting date If information on this form is incomplete, the amendment will be returned to your office for completion It is suggested that the department requesting the amendment be present on the date of its submittal to the Court for action

THIS PORTION MUST BE FILLED OUT

GENERAL EXPLANATION
Request to budget monthly Career Ladder and Certification Pay Increases for Sheriff's Office positions - August 2011

This budget amendment does not increase the budget for FY 2011

Transfer FROM	Account Description	Amount	*Auditor Use Only* Acct Balance Sufficient? (Y/N)
Acct No General Fund	Line Item		
1101-110000-5119205	Career Ladder Certification	3,100	
1101-110000-5159015	Career Ladder Certification Fringe Benefits	500	
TOTAL - Transfer Amount		$ 3,600	

Transfer TO	Account Description	Amount	*Auditor Use Only* Acct Balance Sufficient? (Y/N)
Acct No General Fund	Line Item		
1101-211133-5100000	Salaries (Position #148, 200, 230, 253)	2,900	
1101-211133-5153000	Pension	300	
1101-211133-5154000	Alternate Plan	200	
1101-211131-5100000	Salaries (Position #6)	200	
TOTAL - Transfer Amount		$ 3,600	

See attached for Career Ladder and Certification Pay increase amounts

Upon Approval

	Original Budget	Remaining
Career Ladder Promotions - Salaries	$110,000	$0
Career Ladder Promotions - Benefits	$22,000	$0
Career Ladder Certification - Salaries	$70,000	$5,800
Career Ladder Certification - Benefits	$13,900	$3,300

See Attached

Departmental Authorization — Date

Human Resources Department — 9-7-2011 — Date

Budget Office Authorization — 9/8/2011 — Date

AUDITOR'S REVIEW

This budget amendment has been reviewed for validity of accounts and sufficiency of account balances used for budget transfer

Reviewed by _____ Date _____

Auditor's Remarks

COMMISSIONERS COURT APPROVAL

Date Submitted _____ Date Approved 9/13/11

Career Ladder-August 2011

Division	Division Name	PSN	Title	New GrSt	New Annual	Prior GrSt	Prior Annual	Reason	Effective
211133	Corrections-Sheriff	0230	DEPUTY II	14G	38487 02	13D	34016 83	CL	8/4/2011
211133	Corrections-Sheriff	0200	DEPUTY II	14G	38487 02	13D	34016 84	CL	8/4/2011
211133	Corrections-Sheriff	0148	DEPUTY II	14G	38487 02	13D	34016 84	CL	8/11/2011
211133	Corrections-Sheriff	0253	DEPUTY II	14G	38487 02	13D	34016 83	CL	8/18/2011

Certification Pay-August 2011

Division	Division Name	FTBE	PSN	Title		Amount Per Month	Type of Pay	Effective Date	Ending Date
211131	Identification	FTBE	6	FORENSIC INVESTIGATOR	1824	100	CERTIFICATION SHERIFF	8/18/2011	12/31/2050
211133	Corrections-Sheriff	FTBE	230	DEPUTY II	1824	50	CERTIFICATION SHERIFF	8/4/2011	12/31/2050
211133	Corrections-Sheriff	FTBE	148	DEPUTY II	1824	50	CERTIFICATION SHERIFF	8/11/2011	12/31/2050
211133	Corrections-Sheriff	FTBE	253	DEPUTY II	1824	50	CERTIFICATION SHERIFF	8/18/2011	12/31/2050

AGENDA ITEM #16e

COUNTY OF GALVESTON
REQUEST FOR BUDGET AMENDMENT/TRANSFER

Department	Mosquito Control	Amendment No 11-140-0913-E
Date Submitted	September 7, 2011	(Assigned by Budget Office)

COMMISSIONER'S COURT ACTION
Please complete the following form in its entirety and submit to the Budget Office at least eleven (11) days prior to the first regularly scheduled Tuesday Commissioners Court meeting date each month Emergency amendments will be processed at the earliest available Court meeting date If information on this form is incomplete, the amendment will be returned to your office for completion It is suggested that the department requesting the amendment be present on the date of its submittal to the Court for action

THIS PORTION MUST BE FILLED OUT

GENERAL EXPLANATION
Request for two exemptions to the hiring freeze and one exemption to the four pay period vacancy requirement - Spray Operator and Seasonal Spray Operator

This budget amendment does not increase the budget for FY 2011

Transfer FROM	Account Description	Amount	*Auditor Use Only* Acct Balance Sufficient? (Y/N)
Acct No: Mosquito Control District Fund	Line Item:		
2410-411100-5100000	Salaries (Position #11)	1,400	
2410-411100-5120001	Temporary Help (Position #503)	1,400	
2410-411100-5153000	Pension	100	
2410-411100-5154000	Alternate Plan	200	
TOTAL - Transfer Amount		$3,100	

Transfer TO	Account Description	Amount	*Auditor Use Only* Acct Balance Sufficient? (Y/N)
Acct. No: Mosquito Control District Fund	Line Item:		
2410-411100-5100000	Salaries (Position #11)	1,400	
2410-411100-5120001	Temporary Help (Position #503)	1,400	
2410-411100-5153000	Pension	100	
2410-411100-5154000	Alternate Plan	200	
TOTAL - Transfer Amount		$3,100	

ADDITIONAL INFORMATION
This is a request from the Mosquito Control Department for two exemptions to the hiring freeze and one exemption to the four pay period vacancy requirement - Spray Operator (Position # 4111000011) and Seasonal Spray Operator (Position #4111000503)
Since this is mosquito season, the Mosquito Control Department needs these positions to serve the needs of Galveston County residents
The full-time position was vacated on February 28, 2011, and the temporary position was vacated on September 15, 2011.

Departmental Authorization — Date 9-7-2011

Human Resources Department — Date

Budget Office Authorization — Date 9/8/2011

AUDITOR'S REVIEW
This budget amendment has been reviewed for validity of accounts and sufficiency of account balances used for budget transfer

Reviewed by _____ Date _____

Auditor's Remarks

COMMISSIONERS COURT APPROVAL

Date Submitted _____ Date Approved 9/13/11

AGENDA ITEM #16f

COUNTY OF GALVESTON
REQUEST FOR BUDGET AMENDMENT/TRANSFER

Department	District Clerk	Amendment No 11-141-0913-F
Date Submitted	September 7, 2011	(Assigned by Budget Office)

COMMISSIONER'S COURT ACTION:
Please complete the following form in its entirety and submit to the Budget Office at least eleven (11) days prior to the first regularly scheduled Tuesday Commissioners Court meeting date each month. Emergency amendments will be processed at the earliest available Court meeting date. If information on this form is incomplete, the amendment will be returned to your office for completion It is suggested that the department requesting the amendment be present on the date of its submittal to the Court for action

THIS PORTION MUST BE FILLED OUT

GENERAL EXPLANATION
Request for five exemptions to the hiring freeze and three exemptions to the four pay period vacancy requirement - Temporary Help - Court Clerks (4) and Deputy District Clerk (1)

This budget amendment does not increase the budget for FY 2011

Transfer FROM	Account Description	Amount	*Auditor Use Only* Acct Balance Sufficient? (Y/N)
Acct. No General Fund	Line Item:		
1101-126100-5120001	Temporary Help (Position #522, 523, 524, 527 and #530)	8,000	
1101-126100-5153000	Pension	100	
1101-126100-5154000	Alternate Plan	300	
TOTAL - Transfer Amount		$8,400	

Transfer TO	Account Description	Amount	*Auditor Use Only* Acct Balance Sufficient? (Y/N)
Acct No General Fund	Line Item:		
1101-126100-5120001	Temporary Help (Position #522, 523, 524, 527 and #530)	8,000	
1101-126100-5153000	Pension	100	
1101-126100-5154000	Alternate Plan	300	
TOTAL - Transfer Amount		$8,400	

ADDITIONAL INFORMATION
This is a request from the District Clerk's Office for five exemptions to the hiring freeze and three exemptions to the four pay period vacancy requirement - Temporary Help - Court Clerk (4 positions) and Deputy District Clerk (1 position) - Positions #1261000522, #1261000523, #1261000524, #1261000527 and #1261000530.
These positions were part of a special project which was approved previously by Commissioners Court in March of 2011
These positions were vacated on September 7, 2011, August 3, 2011, June 23, 2011, July 17, 2011 and August 10, 2011.

Lina Konzy 9-12-11
Departmental Authorization Date

9-7-2011
Human Resources Department Date

9/8/2011
Budget Office Authorization Date

AUDITOR'S REVIEW
This budget amendment has been reviewed for validity of accounts and sufficiency of account balances used for budget transfer

Reviewed by: _____ Date _____

Auditor's Remarks

COMMISSIONERS COURT APPROVAL

Date Submitted _____ Date Approved 9/13/11

AGENDA ITEM #17

ATTORNEY GENERAL OF TEXAS

GREG ABBOTT

May 1, 2008

Mr Sidney "Buck" LaQuey
Grimes County Auditor
Post Office Box 510
Anderson, Texas 77830

Opinion No GA-0620

Re Procedures that a commissioners court must follow in the annual budget process in regard to salaries and personal expenses for each elected county and precinct officer (RQ-0642-GA)

Dear Mr LaQuey

You ask several questions about the procedure that a commissioners court must follow in reducing the salaries of elected county officials [1] You tell us that the Grimes County Judge filed the proposed budget for Grimes County in accordance with section 111 006 of the Local Government Code on August 29, 2007 *See* Request Letter, *supra* note 1, at 1 On September 17, 2007, the Grimes County Commissioners Court held a public hearing pursuant to section 111 007 of the Local Government Code regarding the budget proposed by the County Judge *Id* At the public hearing, "a Commissioner proposed a salary reduction for each Commissioner of approximately $7,000," and the reduction was adopted *Id* at 2 You state that "there was no written or oral notice given to any Commissioner prior to the meeting that the salary of each Commissioner would be reduced " *Id* On September 25, 2007, following an unknown number of budget hearings, the final budget was "filed with the County Clerk" pursuant to section 111 009 of the Local Government Code *Id* , *see* Tex Loc Gov't Code Ann § 111 009 (Vernon 2008)

You ask three questions regarding the annual county budget process

> 1 Is the Commissioners' Court required to notify all elected officials including County Commissioners in writing prior to the annual budget hearing of a proposed salary reduction from that proposed in the budget filed by the County Judge?
>
> 2 [M]ust the Commissioners' Court give written notice to all elected officials including County Commissioners of their proposed salaries and expenses more than fifteen days before adopting the budget thereby granting any potentially aggrieved officer the maximum amount of time permitted by law in which to request a hearing and granting the salary grievance committee the maximum amount of time permitted by law in which to hold a hearing?
>
> 3 If the Commissioners' Court fails to give each elected officer including each County Commissioner written notice of the Commissioner's proposed salary and expenses prior to the annual budget meeting after which the budget is adopted, may the Court then pay the officer the reduced amount?

Request Letter, *supra* note 1, at 1, 3, 4

Before answering your specific questions, we note that, in Attorney General Opinion GA-0051 (2003), we thoroughly explained the county budgeting process As a result, we will begin by briefly summarizing that process, with references, as appropriate, to that opinion

In a county of 225,000 or fewer, such as Grimes County, [2] during either the seventh or tenth month of a fiscal year, as determined by the commissioners court, the county judge is required to "prepare a budget to cover all proposed expenditures of the county government for the succeeding fiscal year " Tex Loc Gov't Code Ann § 111 003(a) (Vernon 2008) "When the county judge has completed the preparation of the budget, the judge shall file a copy of the proposed budget with the county clerk " *Id* § 111 006(a) Subsequently, "[t]he commissioners court shall hold a public hearing on the proposed budget " *Id* § 111 007(a) The hearing must be set for a date that is "*after* the 15th day of the month next following the month" in which the county judge first prepared the budget *Id* § 111 007(b)

(emphasis added) Thereafter, the commissioners court must give public notice of the date that it will consider the proposed budget *See id* §§ 111 007(c), 0075 "At the conclusion of the public hearing, the commissioners court shall take action on the proposed budget, [having made] any changes in the proposed budget that it considers warranted by the law and required by the interests of the taxpayers " *Id* § 111 008(a)-(b), *see generally* Tex Att'y Gen Op No GA-0051 (2003) (3)

Simultaneously with the process just described, another process occurs--this one involving the statutory directive to a commissioners court to "set the amount of the compensation, office and travel expenses, and all other allowances for county and precinct officers and employees who are paid wholly from county funds " Tex Loc Gov't Code Ann § 152 011 (Vernon 2008) The commissioners court is required to "set the items at a regular meeting of the court during the regular budget hearing and adoption proceedings " *Id* § 152 013(a) We do not understand this "regular meeting" necessarily to have been a public hearing on the proposed budget "Before the 10th day before the date of the meeting, the commissioners court must publish in a newspaper of general circulation in the county a notice of (1) any salaries, expenses, or allowances that are proposed to be increased, and (2) the amount of the proposed increases " *Id* § 152 013(b)

"The written notice provided to the elected officers marks the beginning of the grievance process, through which an officer may request the county's salary grievance committee (4) to reconsider that officer's proposed salary or personal expenses " Tex Att'y Gen Op No GA-0051 (2003) at 2 (footnote added) Any officer "who is aggrieved by the setting of the officer's salary or personal expenses may request a hearing before the salary grievance committee before the approval of the county's annual budget " Tex Loc Gov't Code Ann § 152 016(a) (Vernon 2008) The request must, among other things, "be in writing" and must "be delivered to the committee chairman within five days after the date the officer receives notice of the salary or personal expenses " *Id* The grievance committee is then required to "hold a public hearing not later than the later of the 10th day after (1) the date the request is received, or (2) the date the commissioners court selects the public members of the committee " *Id* § 152 016(b) The statute then provides a complex formula for determining the fate of the committee vote (5) *Id* § 152 016(c)

We now turn to your specific questions You first ask whether the "Commissioners' Court [is] required to notify all elected officials including" the individual county commissioners, in writing, "prior to the annual budget hearing of a proposed salary reduction from that proposed in the budget filed by the County Judge " Request Letter, *supra* note 1, at 1 "Before filing the annual budget with the county clerk," section 152 013(c) of the Local Government Code requires a commissioners court to give written notice "to each elected county and precinct officer of the officer's salary and personal expenses to be included in the budget " Tex Loc Gov't Code Ann § 152 013(c) (Vernon 2008) Thus, an officer, including a county commissioner, must be notified in writing of the salary and expenses proposed for that officer's position before the final budget is filed with the county clerk, regardless of whether the proposal constitutes an increase or a reduction in salary or expenses *See* Tex Att'y Gen Op No GA-0051 (2003) at 4 ("[T]he commissioners court must notify elected officers of proposed salaries and expenses after having received the proposed budget from the county judge, but sufficiently before the court's approval so that an aggrieved officer can receive a determination from the salary grievance committee ") The commissioners court's duty to notify the officer continues until the commissioners court has filed the final budget with the county clerk *Id*

You next ask whether the commissioners court must give the requisite written notice "more than fifteen days before adopting the budget " Request Letter, *supra* note 1, at 3 This question assumes a worst-case scenario in which "notice [under section 152 013(c)] is mailed to the elected official, who then waits until the fifth day after his receipt of such to request a hearing before the salary grievance committee, which then waits until the tenth day after the receipt of the request to hold a hearing " *Id* at 4 We note first that section 111 007(b) of the Local Government Code provides that the hearing on the proposed budget must be set for a date that is "*after* the 15th day of the month next following the month" in which the county judge first prepared the budget Tex Loc Gov't Code Ann § 111 007(b) (Vernon 2008) (emphasis added) This provision should generally insure that a county has enough time to include the findings of the grievance committee before a commissioners court adopts its final budget Although the statute does not mandate that notice be given more than fifteen days prior to the final adoption of the budget, that requirement may be administratively necessary in order to comply with the requisite statutory deadlines for grievance and budget procedures *See id* §§ 152 013, 016 Whether it is in fact necessary would require resolution of factual issues that are not amenable to the opinion process *See* Tex Att'y Gen Op No GA-0391 (2006) at 12 ("Resolving questions of fact is beyond the scope of the opinion process ") Because of the various permutations involved in your question, we decline to speculate about a worst-case scenario In order to comply with the requisite deadlines for

grievance and budget procedures, county officials should commence these procedures at the earliest possible date We emphasize, however, that the recommendations of the grievance committee *must* be presented to the commissioners court *before* the court files its final budget with the county clerk

Your last question is whether the commissioners court may pay commissioners the reduced salary, even though the court failed to give written notice to the commissioners of the proposed salary and expenses prior to the annual budget hearing *See* Request Letter, *supra* note 1, at 4 As we said in answer to your first question, section 152 013(c) of the Local Government Code requires the commissioners court to give written notice of proposed salary and expenses to each elected county official, including members of the court itself, before the budget is approved In a prior opinion, this office said that a commissioners court that adopted a salary for the sheriff higher than that posted in the notice required by section 152 013(b) was not authorized to pay the sheriff the increased amount Rather, the sheriff was entitled only to the salary that he received during the prior budget year *See* Tex Att'y Gen Op No GA-0162 (2004) at 2-3 Just as the public notice requirement of section 152 013(b) is mandatory, so too is the individual notice requirement of section 152 013(c) *See* Tex Loc Gov't Code Ann § 152 013(b)-(c) (Vernon 2008) Accordingly, if the commissioners court fails to give the written notice required in section 152 023(c) *before the final adoption of the budget*, the salaries of the commissioners must remain fixed at the prior year's amount Tex Att'y Gen Op No GA-0162 (2004) at 2-3 (although commissioners court had approved increase in sheriff's salary, court did not comply with required notice requirements, thus, sheriff's salary was limited to that of prior year)

You indicate that because members of the commissioners court were not given written notice of the proposed salary reduction, the increased expenditure of paying them their prior year's salaries will require the commissioners court to amend the budget *See* Request Letter, *supra* note 1, at 4 "After final approval of the budget, the commissioners court may *spend* county funds only in strict compliance with the budget, *except in an emergency* " Tex Loc Gov't Code Ann § 111 010(b) (Vernon 2008) (emphasis added) An "emergency" requires "a case of grave public necessity to meet an unusual and unforeseen condition that could not have been included in the original budget through the use of reasonably diligent thought and attention " *Id* § 111 010(c) As you observe, it may be questioned whether the situation presented here constitutes "an unusual and unforeseen condition that could not have been included in the original budget through the use of reasonably diligent thought and attention " Request Letter, *supra* note 1, at 4 On the other hand, the Commissioners Court might point to the significant number of attorney general opinions on county budget matters in recent years to conclude that even "reasonably diligent thought and attention" could not have prevented the current situation In any case, whether the circumstances warrant such a finding is a fact question that is not amenable to the opinion process Rather, that determination must be made in the first instance by the commissioners court itself, and ultimately, by a court of the judiciary *See* Tex Att'y Gen Op No GA-0542 (2007) at 5 ("This office does not find facts or resolve fact questions in the opinion process ")

In conclusion, a commissioners court is required to provide written notice to each elected county and precinct officer of the officer's salary and personal expenses to be included in the budget before the final annual budget is filed with the county clerk *See* Tex Loc Gov't Code Ann § 152 013(c) (Vernon 2008) Section 111 007(b) of the Local Government Code provides that the budget hearing must be set for a date that is "*after* the 15th day of the month next following the month" in which the county judge first prepared the budget *Id* § 111 007(b) (emphasis added) This provision should generally insure that a commissioners court has enough time to include the findings of a grievance committee before adoption of the final budget To the extent that it does not, we recommend commencing the two processes as early as possible in order to comply with the intricacies of the two schemes If the commissioners court failed to give written notice to each commissioner of a proposed salary reduction before adopting the final budget, the salaries of the commissioners must remain fixed at the prior year's amount

SUMMARY

"Before filing the annual budget with the county clerk," the commissioners court of a county is required to provide "written notice to each elected county and precinct officer," including members of the court itself, "of the officer's salary and personal expenses to be included in the budget " Tex Loc Gov't Code Ann § 152 013(c) (Vernon 2008) Recommendations of a salary grievance committee should be considered before a commissioners court adopts a final budget If a commissioners court fails to give written notice of a commissioner's salary and expenses included in the budget, the commissioners court may not adopt a proposed salary reduction, and the salaries of the commissioners must remain fixed at the prior year's amount

Very truly yours,

GREG ABBOTT
Attorney General of Texas

KENT C SULLIVAN
First Assistant Attorney General

ANDREW WEBER
Deputy Attorney General for Legal Counsel

NANCY S FULLER
Chair, Opinion Committee

Rick Gilpin
Assistant Attorney General, Opinion Committee

Footnotes

1 Letter from Sidney "Buck" LaQuey, Grimes County Auditor, to Honorable Greg Abbott, Attorney General of Texas (Oct 22, 2007) (on file with the Opinion Committee, *also available at* http //www oag state tx us) [hereinafter Request Letter]

2 As of the 2000 Census, the population of Grimes County was 23,552 *See* Bureau of the Census, U S Dep't of Commerce, 2000 Census of Population, *available at* http //quickfacts census gov/qfd/states/48/48185 html (State and County Quick Facts) (last visited Apr 29, 2008)

3 We specifically do not construe the term "take action" to be limited to the final adoption of the budget

4 A salary grievance committee consists of nine members, the allocation of which is determined partially by statute and partially by the commissioners court *See* Tex Loc Gov't Code Ann § 152 014 (Vernon 2008)

5 "If, after the hearing, six or more of the members vote to recommend an increase in the officer's salary or personal expenses, the committee shall submit its recommendation to the commissioners court in writing If six to eight members vote to recommend the increase, the commissioners court *shall consider* the recommendation at its next meeting If nine members vote to recommend the increase and sign the recommendation, the commissioners court *shall include* the increase in the budget before the budget is filed and the increase takes effect in the next budget year " *Id* § 152 016(c) (emphasis added)

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AGENDA ITEM #18a

Chapman, Brandy

From: Reingold, Myrna

Sent: Tuesday, September 13, 2011 9 20 AM

To: Henry, Mark, Doyle, Patrick, O'Brien, Kevin, Holmes, Stephen, Clark, Ken

Cc: Sullivan, Dwight, Chapman, Brandy, Crowder, Rufus, Nicholson, Connie, Chapa, Ron, Allison, Michael, Mendell, Freeman, Grady, Patricia, Cherry, Jane, Gilliam, Cindy, Mabry, Celia-Frances, Watson, Annye Micheile, Gentile, James

Subject: Supporting paperwork, agenda item #18(a) of today's agenda (amendment to contract with ACS to extend term)

Hi Judge Henry and Commissioners,

Please see the attachment. This amendment for your consideration extends the term of the County's contract with ACS through January 31, 2012. It is a short amendment. Please note that while the amendment extends the term of the contract, the cost limits remain capped and mirror the cost category caps stated within the County's contract with the State for the CDBG-DRS grant Thus, although the term is extended, there is not a corresponding increase in compensation to ACS This is because, in my opinion, the cost category caps in the County's contract with the State remain fixed and thus we wished to express that within the amendment This helps assure the initial and ongoing intent for covering the County's own costs – namely, that the County retained $2 million for its costs associated with administering the grant. The County's $2 million comes solely from the Administrative Costs category (sometimes called "General Administration" cost category). If we had increased potential payments to ACS – then this would have cut into the County's funds and did not want to do that

Thank you,

Myrna

First Amendment to Agreement by and between the County of Galveston, Texas and ACS State & Local Solutions, Inc.

State of Texas	§
	§
County of Galveston	§

I. Preamble

Whereas, the County of Galveston, Texas (County) and ACS State & Local Solutions, Inc. (Contractor), each of whom is a Party hereto and who are collectively referred to herein as the Parties, entered into that Hurricane Ike Disaster Recovery – Community Development Block Grant Housing Management Services Agreement (Agreement) on or about September 30, 2009 for the provision of housing management services related to the Community Development Block Grant – Disaster Recovery Supplemental (CDBG-DRS) funds allocated to the County in its continuing recovery from Hurricane Ike;

Whereas, the Agreement, in accordance with the term of the CDBG-DRS grant awarded to the County from the State of Texas, set a term to end September 10, 2011,

Whereas, the Agreement, in accordance with its terms, was subject to a Condition Precedent to formation and initiation of contract, which such Condition Precedent was satisfied,

Whereas, the State of Texas, acting by and through its Texas Department of Housing and Community Affairs (TDHCA), the State agency then charged with administering the CDBG-DRS grant, extended the term of its contract with the County, and

Whereas, the County and Contractor wish to extend the term of the Agreement and to that end wish to enter into this First Amendment

Now Therefore, for and in consideration of the covenants and agreements contained herein, the Parties agree as follows:

II. Terms

1. **Recitals true**. The Parties hereto acknowledge and agree that the Recitals set forth in the Preamble above are true and correct

2 **Term of Agreement** The Parties hereto agree to amend the Agreement identified in Section I (Preamble) above so that Article III, Section 4(a) of the Agreement is replaced in its entirety with the new Section 4(a) of said Article III as follows:

"This Agreement shall be effective upon the date of the last Party executing hereto and shall remain continuously in effect thereafter through January 31, 2012 "

3 **Not to Exceed.** The Parties hereto agree to amend the Agreement identified in Section I. (Preamble) above so that the first table in Exhibit 3 of the Agreement is amended by adding a column with a heading "Costs Not to Exceed" to the right of the column with a heading "Estimated Budget" and to the left of the column with a heading "Comment". This new column with the heading "Costs Not to Exceed" shall be populated with the following amounts

- The amount "$2,950,352.00" shall be inserted in the new column "Costs Not to Exceed" on the row beginning with "Sub-Total" in the cell with heading "Cost Category – General Administration" and immediately to the right of the amount $2,974,844 that is presently specified in the column with heading "Estimated Budget",
- The amount "$2,000,000.00" shall be inserted in the new column "Costs Not to Exceed" on the row beginning with "General Administration Allocated to County" in the cell with heading "Cost Category - General Administration" and immediately to the right of the amount $2,000,000 that is presently specified in the column with heading "Estimated Budget", and
- The amount "$9,950,352 00" shall be inserted in the new column "Costs Not to Exceed" on the row beginning with "Sub-Total" in the cell with heading "Cost Category - Planning and Delivery" that is presently specified in the column with the heading "Estimated Budget".

The foregoing is added to clarify that such amounts constitute limits on costs for the respective cost categories.

4 **Effective Date.** This First Amendment shall be effective on and from September 11, 2011.

5 **Amending of Agreement**. By signing this First Amendment, the Parties expressly understand and agree that its terms shall become a part of the Agreement as if they were set forth word for word therein and all provisions in the Agreement that are contrary to the provisions in this First Amendment are deemed amended so as to be in compliance with the terms of this First Amendment. This First Amendment shall be binding upon the Parties hereto and their respective successors and assigns

6 **Authority to Bind** Each Party represents and warrants for itself that the individual executing this First Amendment on its behalf has the full power and authority to do so and to legally bind the Party to all the terms and provisions of this First Amendment and that this First Amendment constitutes the legal, valid, and binding agreement of each Party hereto

****Execution Page follows this page 2 and such three pages constitute the entire First Amendment****

This First Amendment is hereby **EXECUTED** by the Parties hereto, each Party acting by and through its duly official as required by law, in *triplicate counterparts* each of which shall be deemed to be an original.

ACS State & Local Solutions, Inc.,
By:

Nancy Collins

Signature of Authorized Representative

Nancy Collins, SVP and Managing Director, SES

Print Name and Title of Authorized Representative

Date Signed:

9/13/2011

Galveston County, Texas,
By:

Mark Henry

Mark Henry, County Judge

Date Signed:

9/15/2011

Attest:

Dwight D. Sullivan

Dwight D. Sullivan,
Galveston County Clerk

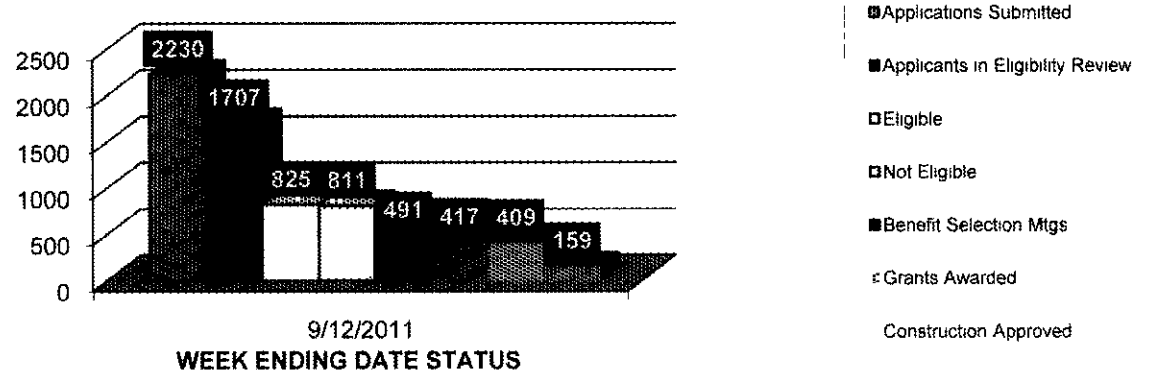
AGENDA ITEM #18b

To: Commissioners Court
From: Brenda Bock
Galveston County Director of Housing

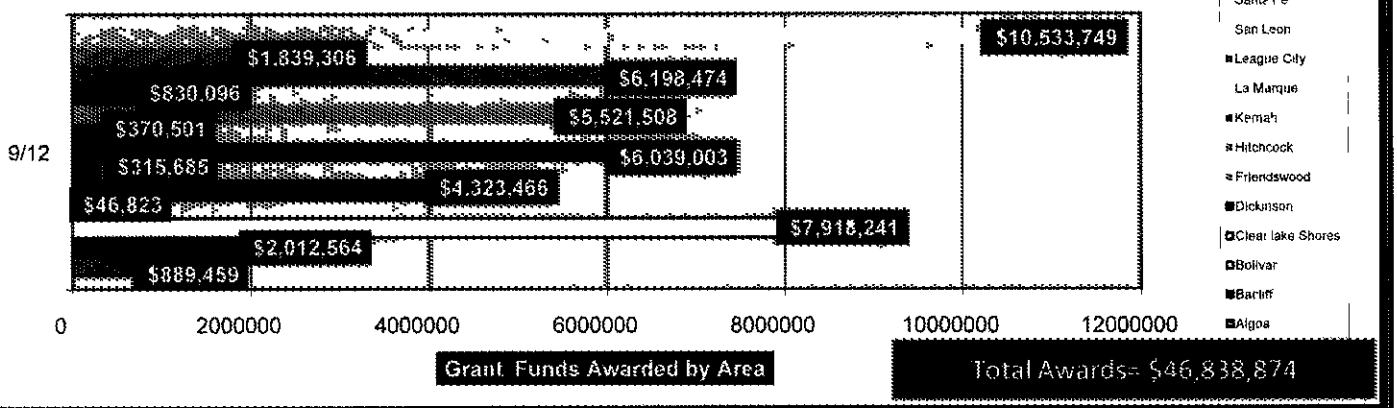
Date: Monday, September 12, 2011

Subject: Project Status Report – thru Friday September 9, 2011

GALVESTON COUNTY HOUSING ASSISTANCE PROGRAM



GALVESTON COUNTY HOUSING ASSISTANCE PROGRAM

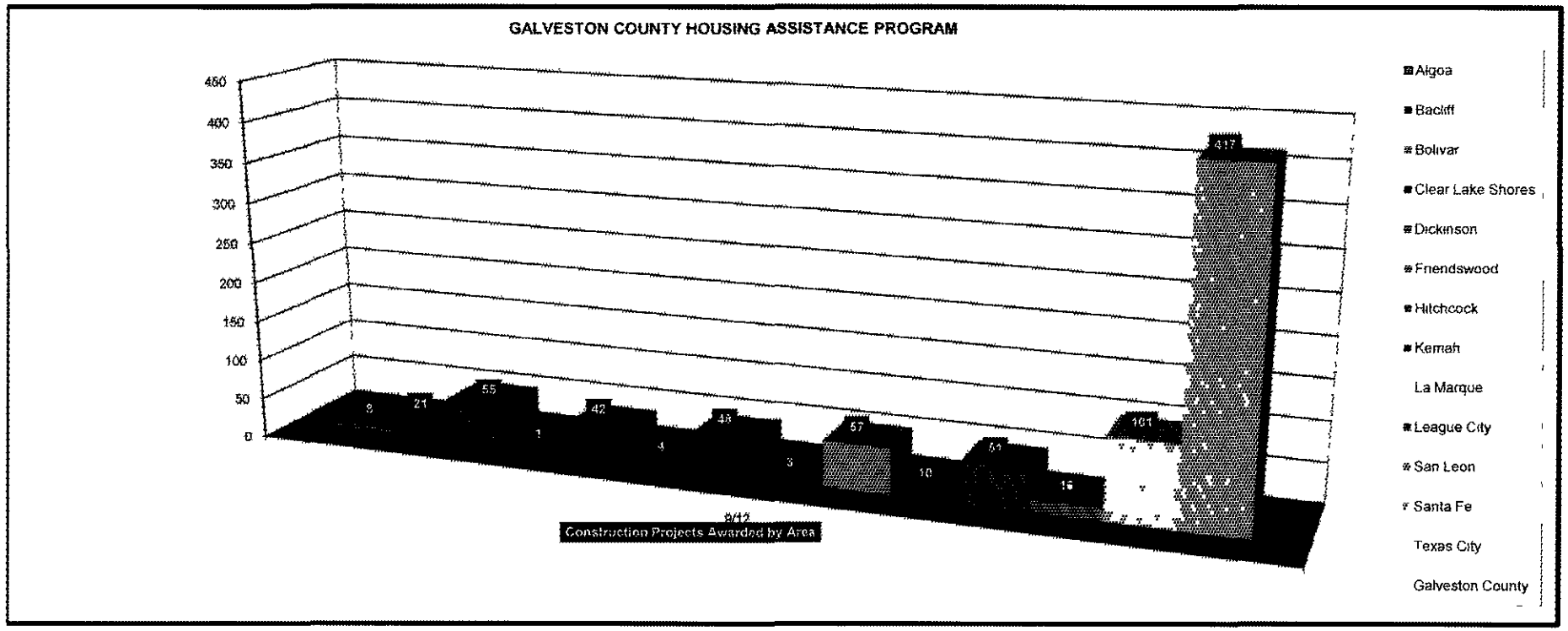


Accomplishments – Tasks accomplished during the reporting period

- 2230 applications initiated since Dec 2, 2009
- 1707 applicants provided required information to be qualified for eligibility review.
- 1636 determinations of ineligibility and eligibility complete (1636=825+811)
  - 825 determined eligible
  - 811 Do not Qualify (DNQ)
- 71 new files for eligibility review.
- 813 Environmentals submitted to TDHCA. 774 environmental reviews approved.
- 491 Benefit Selection Meetings completed.
- 417 grants awarded to date totaling over $46.8 million.
- 226 homes in construction, 159 homes completed & 27 need final construction paperwork ← 412 total homes
- 159 applicants have keys in hand & 200 homes have a completed final inspection.
- Over **$46.8 MILLION** in **GRANTS AWARDED** to date

GCHAP SUMMARY

Date	Sept 12,2011	
Construction Projects with a Notice-to-Proceed(NTP) and building Complete	159(200finals)	
Construction Projects with a Notice-to-Proceed and building In-Process	194	
Construction Projects with Notice-to-Proceed but not yet started	32	
Total Construction projects with Notice-to-Proceed		385
Projects Approved by TDHCA but Awaiting Bond/Insurance	7	
Projects Awaiting State/TDHCA Approval	20	
Total Projects approved with NTP, plus projects approved but awaiting bond/insurance plus projects submitted that are awaiting TDHCA approval		412
Projects with Builder Assignment and Benefit Selection Meeting in-process, or Benefit Selection Meeting completed, or signing event complete	98	
Total projects between the builder assignment stage and construction complete stage		510
Project pending builder assignment, pending rehab sow, pending rehab bid	70	
Total Projects on Construction Pipeline		**580**

GCHAP Grants Awarded by City

Date	Algoa	Bacliff	Bolivar	Clear Lake Shores	Dickinson	Friendswood	Hitchcock	Kemah	La Marque	League City	San Leon	Santa Fe	Texas City	Galveston County	% in construction to complete
9/12/2011	8	21	55	1	42	4	48	3	57	10	51	16	101	417	66.7%
9/12/2011	1.9%	5.0%	13.2%	0.2%	10.1%	1.0%	11.5%	0.7%	13.7%	2.4%	12.2%	3.8%	24.2%	100.0%	
Dollars 9/12/11	1.9%	4.3%	16.9%	0.1%	9.2%	0.7%	12.9%	0.6%	11.8%	1.8%	13.2%	3.9%	22.5%	100.0%	55.5%